Agenda
Updated 5/24/2024

May 28, 2024
School Board of Manatee County
Regular Board Meeting - 5:00 PM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION

3. INVOCATION

4. PLEDGE OF ALLEGIANCE

5. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

6. APPROVAL OF MINUTES

1. Approval of the Minutes of the April 26, 2024 School Board Workshop and the May 14, 2024 School Board Meeting

7. RECOGNITIONS

1. MTC Instructor Named Educator of the Year

8. 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.

9. REPORTS AND PRESENTATIONS

1. 2023-2024 End of Year Assessment Results - updated 5/24/2024
2. ARK Adventures STEM Pilot Program - Updated 5/24/2024

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 Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)- updated 5/24/2024
2. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)
3. Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application, for Manatee and Palmetto Elementary Schools, in the Amount of $300,000.00 (Incoming Grant Funds)
4. Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application, effective August 2024-July 2025, in the amount of $500,000.00 for Lee Middle School and Lincoln Memorial Middle School (Incoming Grant Funds)
5. Approval to Apply, Accept and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application for Palm View K-8, in the Amount of $225,000.00 (Incoming Grant Funds)
6. Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Ballard and Samoset Grant Request for Application, effective August 2023-July 2024, in the amount of $350,870.00 (Incoming Grant Funds)
7. Approval of Charter School Contract for Visible Men Academy for the 2024-2029 School Years (No Net Financial Impact)
8. Approval of Sole Source to Purchase Pioneer Valley Products and Services, SDMC No. 25-0037-BS, Estimated in the Amount of $400,000.00 (Multiple Funding Sources)
9. Approval of the Purchase(s) of Turnitin Licenses and Services SDMC No. 25-0034-BS, Estimated in the Amount of $75,000.00 (Multiple Funding Sources)
10. Approval to Purchase NoRedInk Licenses and Services, SDMC No. 25-0033-BS, Estimated in the Amount of $175,000.00 (General Fund)

11. Approval of Sole Source to Purchase Lexia Learning Systems, SDMC No. 25-0032-BS, Estimated in the Amount of $650,000.00 (Multiple Funding Sources)
12. Approval to Purchase Trailers, Repair, and Services, SDMC No. 24-0120-KD, Estimated in the Amount of $150,000.00 Annually (Multiple Funding Sources)
13. Approval of the Bid on MRO - Maintenance, Repair, and Operating Supplies, SDMC No. 25-0016-KD, Estimated in the Amount of $1,250,000.00 Annually (Multiple Funding Sources)
14. Approval of the Use of the State of Florida Department of Education and Sourcewell bid on School Buses Types A, C and D and Optional Equipment, SDMC No. 25-0022-RG, Estimated in the Amount of $1,600,000.00 (Capital Funds)
15. Approval of William H. Bashaw Elementary School, Braden River Elementary School, Gene Witt Elementary School, Lakewood Ranch High School, Barbara Harvey Elementary School - 2024 Public Safety Bi-Directional Amplifier (BDA) - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors, Inc. - Guaranteed Maximum Price in the Amount of $1,610,628.13 (Multiple Funding Sources)
16. Approval of Southeast High School - New Science Building - Change Order 8 - Agreement Between Owner and P.J. Hayes Inc., d.b.a. Tandem Construction, Decrease in the Amount of $150,621.27 (Capital Funds)
17. Approval of Bayshore and Southeast High Schools - Administrative Lobby Enhancements - Amendment 2 - Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, in the Amount of $1,037,857.59 (Capital Funds)
18. Approval of SDMC Fencing Enhancements Phase 3 - Change Order 1 - Agreement Between Owner and Halfacre Construction Company, Decrease in the Amount of $161,451.62 (Capital Funds)
19. Approval of Manatee Elementary School - Auditorium Exterior Renovations & Re-Roofing - Amendment 2 - Between Owner and Long and Associates Architects/Engineers, Inc., in the Amount of $17,100.00 (Capital Funds)
20. Approval of the Manatee Technical College (MTC) 2024-2025 Adult Student Fee Schedule, Effective July 1, 2024 (No Financial Impact)
21. Approval of the New Agreement Between the School District of Manatee County and Breakfast and Burger House, LLC for On-The-Job Training for Exceptional Student Education Students for the 2024-2027 School Years (No Financial Impact)
22. Approval of the Renewal Agreement Between the School District of Manatee County and Church on the Rock of Manatee County, Inc. d/b/a Kids on the Rock for On-The-Job Training for Exceptional Student Education Students for the 2024-2027 School Years (No Financial Impact)
23. Approval of the Agreement Between the School District of Manatee County and Humane Society of Manatee County, Inc. for On-The-Job Training for Exceptional Student Education Students for the 2024-2027 School Years (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 Reclassification of the Job Description and Position of Manager, Security to Supervisor, Security (General Fund)

2. Approval of Student and Adult Meal Price Increases for School Year 2024-2025
3. Approval to Purchase Scribbles Software Subscription, SDMC No. 25-0044-RG, Estimated at $501,031.00 for Five Years (Multiple Funding Sources)

14. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of the Re-Appointment of Member Bernard A. Wagner to Audit Committee
2. Approval of Internal Audit Reports including the Transportation Department Audit Report and Position Control Post Audit Review (PAR) Report

15. INFORMATION ONLY (No Board Action Required)

16. CONTINUED PUBLIC COMMENT (IF NECESSARY)

17. UPDATES
A. INSTRUCTION UPDATE - Mr. Jensen
B. OPERATIONS UPDATE - Mr. Ranaldi
C. LEGAL UPDATE - Board Attorney

18. SUPERINTENDENT REMARKS

19. BOARD COMMENTS

20. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
May 28, 2024 - 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 Wednesday May 22, 2024, to **add** attachment *Spring PM3 Assessment Results Board Presentation* **to** *Reports and Presentation Item 2023-2024 End of Year Assessment Results.*

Agenda amended on Friday May 24, 2024 to **add** attachment *ARK Adventures EDEP Board Presentation* **to** Reports and Presentation *Item ARK Adventures STEM Pilot Program*.

Agenda amended on Friday May 24, 2024, to **update** attachment HR Board Material 5.28.2024 **to** Consent Agenda Item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact).*

Contact
Submitting Department: School Board
Initiated By: Chad Choate

AGENDA ITEM NO. 6.1

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the April 26, 2024 School Board Workshop and the May 14, 2024 School Board Meeting

Executive Summary
Approval of the Minutes of the April 26, 2024 School Board workshop and the May 14, 2024 School Board meeting.

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

Recommendation
Superintendent recommends approval of the April 26, 2024 School Board workshop and the May 14, 2024 School Board Meeting.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
April 26, 2024 Workshop Minutes
May 14, 2024 School Board Meeting Minutes

Minutes
April 26, 2024
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
Dr. Jason C. Wysong, Superintendent Joseph Ranaldi, Deputy Superintendent of Operations Derek Jensen, Deputy Superintendent of Instructional Services Rachel Sellers, Deputy Superintendent of Business Services Chad Choate, Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney	Present
Cindy Spray, Vice-Chair Pamela D'Agostino, General Counsel	Absent

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

II) PUBLIC COMMENTS

There were no Public Comments.

III) WORKSHOP

1. Construction Planning Update

Deputy Superintendent of Operations, Mr. Joseph Ranaldi, provided a presentation to the Board regarding the following topics:

- New School Construction Timeline
- East County K-8 (K1)
- North County Middle (M1)
- Artisan Lakes Elementary (E1)
- Rye Ranch Elementary (E2)
- Rangeland Parkway High (H1)
- New Schools Timeline

The Board asked questions and held discussion. Additional information regarding financing for the upcoming Capital Projects was provided by Ms. Rachel Sellers, Deputy Superintendent of Business Services.

2. Palma Sola Elementary School Construction Update

Superintendent Wysong introduced Mr. Joeseph Ranaldi, Deputy Superintendent of Operations. Mr. Ranaldi provided an overview of the presentation and introduced Mr. David Wiles, Project Director of the Palma Sola Elementary project. Mr. Wiles continued the presentation to include the following topics:

- Introduction
- Discussion
- Budget Option Matrix
- Budget Option 1
- Scope Option 1 (Full Original Program)
- Budget Option 2 A-C
- Scope Option 2 A-C – Reduce Core Capacity and/or Student Classroom Size
- Budget Option 3
- Scope Option 3 – Reduce Core and Student Classroom, Renovation / Add #17
- Budget Option 4
- Scope Option 4 – Reduce Core Capacity, Reduce Number of Classrooms
- Budget Option Matrix
- Preliminary Phasing Plan
- Preliminary Schedule

The Board asked questions and held discussion throughout the presentation.

Additional information was provided by Superintendent Wysong and Ms. Rachel Sellers, Deputy Superintendent of Business Services, regarding options for minimizing the budget forecast of the Palma Sola construction project.

Also, in attendance to provide input was Mr. Mark Freeman, McIntire Elwell & Strammer, Project General Contractors.

Following School Board discussion, Chair Choate summarized that consensus was reached, and an updated construction bid should be obtained for Option 4 (Reduce Core, Reduce Number of Classrooms) and brought back to the Board.

Chair Choate announced a brief recess at 10:33 AM and reconvened at 10:44 AM.

3. School Start and Dismissal Times for the 2024-2025 School Year

Mr. Joseph Ranaldi, Deputy Superintendent of Operations, and Mr. Derek Jensen, Deputy Superintendent of Instruction, provided the Board proposals regarding the options for school start and dismissal changes for the 2024-2025 School Year. Following the overview provided by Mr. Ranaldi, Superintendent Wysong summarized the considerations.

The Board asked questions and held discussion.

Board Member Tatem inquired about the time options presented; Mr. Ranaldi provided clarification.

Board Member Messenger questioned the need to change the schedule, as the Legislative changes will take effect with the start of the 2026-2027 School Year. Superintendent Wysong provided clarification to the guidelines of the upcoming legislative change for the school year 2026-2027; Middle School may not start before 8:00 AM and High School may not start before 8:30 AM.

Board Member Foreman and Board Member Messenger questioned the necessity for decrease in instructional time and requested clarification from Mr. Jensen regarding the Referendum.

Following a question by Board Member Foreman, Mr. Jensen provided information regarding the availability of breakfast in schools when a bus is late.

After a question posed by Chair Choate, Mr. Ranaldi noted the current average pickup time for high school students is 5:50 AM.

The Board held discussion. A Board consensus was reached to not change school start times for the 2024-2025 school year.

4. Enrollment, Certifications and Completions Report Regarding Manatee Technical College (MTC)

Dr. Gansemer, Executive Director of Adult, Career and Technical Education, and Mr. Doug Wagner, Director of Manatee Technical College provided the Board an overview of MTC Programs including the following:

- Florida Technical Colleges
    - Florida Association for Career and Technical Education
- Manatee Technical College
    - More than 50 Technical Programs
    - GED
    - ESOL
    - Apprenticeship
    - Continuing Education
    - Students with Unique Abilities (EDGE) Program

After a question posed by Chair Choate, Dr. Gansemer clarified and provided information to the Board regarding the MTC EDGE program. Dr. Gansemer provided current criteria for entrance into technical college programs.

- Upcoming Programs
- Accreditation company Council occupational Education (COE)
    - Enrollment
    - Completion
    - Placement
    - Licensure (Certifications)

Board Member Tatem questioned the program regarding satellite locations. Mr. Wagner and Dr. Gansemer provided information regarding specific programs.

Dr. Gansemer and Mr. Wagner provided a summation of the presentation, and after a question posed by the Board, provided a brief update regarding the status of Longboat Key adult enrichment programs.

5. Discussion of Board Legal Representation Evaluation Tool

Board Member Tatem requested a discussion of the Board Legal Representation Evaluation Tool. The Board held discussion and asked questions.

The Board reached consensus regarding a change within Goal 3: Communication Skills. It was decided to update the phrase "Informs the Board of pertinent changes in state and federal law, advises Board on impact of pending legislation." to read "…advises Board on impact of *new* legislation."

IV) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 12:40 PM.

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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
May 14, 2024
Regular Meeting - 10:00 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

1) CALL TO ORDER

Attendee Name	Status
Dr. Jason C. Wysong, Superintendent Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instructional Services Chad Choate, Chair Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney	Present
Joseph Ranaldi, Deputy Superintendent of Operations	Absent

Chair Choate called the Meeting to order at 10:00 AM.

2) READING OF THE DISTRICT'S VISION

Chair Choate read the District's Vision.

3) INVOCATION

The invocation was given by Mr. Jim Nelson.

4) PLEDGE OF ALLEGIANCE

Chair Choate led the recitation of the Pledge of Allegiance.

5) APPROVAL OF THE AGENDA

5.1. Motion to Approve Agenda Amendments

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

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

Agenda amended on Friday May 13, 2024, to **update** attachment *HR Board Materials May 14, 2024_Updated 5.13.2024* **of** Consent Agenda Item *Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact).*

Agenda amended on Friday May 10, 2024, to **add** *Approval of a New Job Description and Position of Coordinator, Aviation Maintenance Technician School (Workforce Funds) Added May10, 2024* **to** New Business (Non-Consent).

Agenda amended on Friday May 10, 2024, to **update** attachment *TSIC and SDMC 2024-2025 MOU Signed- Updated 5/10/2024* **of** Consent Agenda Item *Approval of the Renewal Memorandum of Understanding (MOU) Between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2024-2025 School Year, Not to Exceed $64,000.00 (General Fund)*

6) APPROVAL OF MINUTES

6.1 Motion to Approve the Minutes of the March 21, 2024 School Board Workshop, the April 9, 2024 School Board Meeting, April 12, 2024 School Board Workshop, and April 23 School Board Meeting and Public Hearing

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

7) Student Celebrations

7.1 2024 Elementary Math Superstars

Mr. Mike Barber, Director of Communication, Family and Community Engagement, introduced the following Elementary Math Superstars: Liam Durbal and Jude Polhamus, 5th grade students at Gullett Elementary. The two person team took first place in the competition with a perfect score. Also in attendance for the presentation was Mr. Todd Richardson, Principal of Gullett Elementary School.

Mr. Barber introduced Alison Nichols, Director of Elementary Instruction, who provided an overview of the annual Math Superstars Competition.

8) Recognitions

8.1 Celebrating Employees with Forty + Years of Service

Mr. Mike Barber, Director of Communication, Family and Community Engagement, introduced Kevin Chapman, Executive Director of Administration. Mr. Chapman introduced the following District employees that have served more than forty years in the School District of Manatee County:

- Linda Carnes
- Pat Barber

- Edward Fobbs
- Jarvis Brinson
- Bernitha Washington
- Melvin Wilson
- Noah Frantz
- Barbara Stacho
- Linda Agresta
- Willie Lowery
- Debra Shannon
- Estelle Sailes
- Sylvia Wilson
- Carol Barcena
- Karen Washington
- Lisa King

9) REPORTS and PRESENTATIONS

9.1 Employee Recognition Program Presentation

Mr. Kevin Chapman, Executive Director of Administration, provided the School Board an overview of the newly implemented employee recognition program.

The Board asked questions and held discussion. Additional information was provided by Superintendent Wysong.

10) PUBLIC COMMENTS (UP TO 30 MINUTES)

There were no public comments.

11) CONSENT ITEMS

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

11.1 Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact) - updated 5/13/2024

11.2 Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes (No Financial Impact)

11.3 Approval to Apply, Accept and Expend the Title I, Part C Grant Amendment 1 for the Additional Allocation for the 2023-2024 School Year, in the Amount of $24,309.00 (Incoming Federal Grant Funds)

11.4 Approval to Apply, Accept, and Expend the Title I, Part D, Subpart 2 Grant Amendment 1 for 2023-2024, in the Amount of $45,568.80 (Incoming Federal Grant Funds)

11.5 Approval to Amend the Agreement Between Align Consulting, LLC and the School Board of Manatee County for the 2023-2024 School Year, In the amount of $25,695.00 (Federal Funds)

11.6 Approval of Contracts with Virtual School Providers SDMC No. 25-0018-BS Estimated in the Amount of $200,000.00 (General Fund)

11.7 Approval to Purchase Athletic Referee Services SDMC No. 25-0027-BS Estimated in the Amount of $80,000.00 (Multiple Funding Sources)

11.8 Approval of Sole Source to Purchase TranslateLive ILA Tablets, Products, and Services, SDMC No. 24-0117-KD, Estimated in the Amount of $150,000.00 (Multiple Funding Sources)

11.9 Approval to Purchase ROOTS Education Robotic Equipment Curriculum and Services SDMC No. 25-0030-BS Estimated in the Amount of $300,000.00 (Multiple Funding Sources)

11.10 Approval to Purchase Let's Talk Subscription and Services from K12 Insight, LLC, SDMC No. 25-0028-RG, Estimated in the Amount of $351,000.00 Over Three Fiscal Years 2024-2027 (Multiple Funding Sources)

11.11 Approval of Sole Source to Purchase BadgePass ID Card Machines, Supplies, Software/Subscription Licensing, and Service, SDMC No. 25-0012-KD, Estimated in the Amount of $300,000.00 Annually (Multiple Funding Sources)

11.12 Approval to Purchase Audiovisual Equipment, Accessories, and Service, SDMC No. 25-0021-RG, Estimated in the Amount of $300,000.00 Annually (Multiple Funding Sources)

11.13. Approval of the Contract to Purchase Apple Products and Services, SDMC No. 25-0013-KD, Estimated in the Amount of $250,000.00 Annually (Multiple Funding Sources)

11.14 Approval of the Request for Proposal on Electric Motors Repair and Replacement Services, SDMC No. 25-0001-MR, Estimated in the Amount of $200,000.00 Annually (Local Capital Improvement)

11.15 Approval of East County K-8 - Agreement Between Owner and NDC Construction Company - Amendment 2 - Final Guaranteed Maximum Price, in the amount of $84,475,772.68 (Capital Funds)

11.16 Approval of Manatee and Palmetto High Schools - Turf Replacement - Change Order 2 Final - Agreement Between Owner and Jon F. Swift Construction, Inc. Decrease in the Amount of $62,870.34 (Capital Funds)

11.17 Approval of Parrish Community High School - Classroom Addition - Change Order 1 - Agreement Between Owner and Williams Company Tampa, Decrease in the Amount of $517,346.70 (Capital Funds)

11.18 Approval of Florida High School for Accelerated Learning, Manatee, Inc. Contract for the 2024-2029 School Years (No Net Financial Impact)

11.19 Approval of the Parrish Charter Academy Renewal Contract for the 2024-2029 School Years (No Net Financial Impact)

11.20 Approval of Request to Declare Surplus and Dispose of District Vehicles (Possible Incoming Funds to General Fund)

11.21 Approval of Request to Declare Surplus and Dispose of District Tangible Personal Property Greater Than $5,000.00 (Possible Incoming Funds to General Fund)

11.22 Approval to Accept Donation of 1993 Baldwin Piano for Bayshore High School (Incoming Donation)

11.23 Approval of the Renewal Memorandum of Understanding (MOU) Between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2024-2025 School Year, Not to Exceed $64,000.00 (General Fund) - Updated 5/10/2024

11.24 Approval of the New Agreement Between the School District of Manatee County and CenterPlace Health Inc. for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years (No Financial Impact)

12) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

13) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14) NEW BUSINESS (NON-CONSENT ITEMS)

14.1 Motion for Approval of Budget Amendments for March 2024

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

Ms. Rachel Sellers, Deputy Superintendent of Business Services, provided an overview of the Budget Amendments for March 2024.

14.2 Motion for Approval of Job Description and Position Changes for Food and Nutrition Services (Food Service Federal Fund)

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

The Board asked questions and held discussion. Additional information was provided by Superintendent Wysong.

14.3 Motion for Approval of a New Job Description Position of Executive Principal

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

The Board asked questions and held discussion. Additional information regarding the creation of the job description was provided by Superintendent Wysong.

14.4 Motion for Approval of a New Job Description and Position of Senior Assistant Principal (General Fund)

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

14.5 Motion for Approval of a New Job Description and Position of Coordinator, Aviation Maintenance Technician School (Workforce Funds)

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

The Board asked questions and held discussion. Additional information was provided by Superintendent Wysong.

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

15.1. Approval of Travel Expense Associated with the School Board Members' and Superintendent Wysong's Attendance at the FSBA-FADSS Annual Joint Conference, June 5 - June 7, 2024, at the Grand Hyatt Tampa Bay, FL, Not to Exceed $4,600.00 (General Fund)

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

15.1. Motion for Approval of the Appointment of Member to Citizen Financial Oversight Committee

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

Ms. Spray provided information regarding this topic, noting the candidate had been interviewed by herself and the CFOC Chairperson.

16) INFORMATION ONLY (No Board Action Required)

16.1. Year-To-Date Financial Statements Through March 31, 2024

16.2. Year-To-Date Charter School Financial Statement Summary Through March 31, 2024

16.3. Year-To-Date Charter School Financial Statement Summary Through March, 2024

17) CONTINUED PUBLIC COMMENT (IF NECESSARY)

18) UPDATES

18.1. INSTRUCTIONAL UPDATE

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, updated the board on the following topics:

- Noted the upcoming graduation week for the School District.
- Mentioned testing will continue, mathematics being the most recent test for District students.
- Stated the last week of school, Wednesday through Friday would be early release days.
- Provided the Board an update regarding Adult, Career and Technical Education.
- Noted upcoming job fair.

18.2. OPERATIONS UPDATE

Mr. Willie Clark, Assistant Operations Director, updated the board on the following topics:

- Provided the Board a brief update regarding upcoming summer construction projects.
- Noted food services update includes 64 locations for the summer food service program.
- Highlighted the upcoming bus send off May 24th; the last day of school.

18.3. LEGAL DEPARTMENT UPDATE

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

- Provided a quick update regarding the ongoing Artisan Lakes negotiation.
- Noted his firm will be the interim Counsel until School District replaces General Counsel.

19) SUPERINTENDENT REMARKS

Superintendent Wysong updated the Board on the following:

- Thanked Board for approving the consent agenda and highlighted select items.
- Noted recognition program during teacher appreciation week.

- Spoke regarding promotions of select District and school staff.
- Provided thanks for testing coordinators and all teachers involved.
- Highlighted graduation for high school this week.
- Noted upcoming workshop topics and a scheduled special meeting prior to the workshop on May 17, 2024.
- Employee and student shoutouts at recent school visits.

20) BOARD COMMENTS

20.1) Board Member Foreman

Board Member Foreman spoke regarding the following:

- Noted take away topics from a recent state meeting.
- Provided information regarding recent FFA banquet.

20.2) Board Member Messenger

Board Member Messenger spoke regarding the following:

- Thanked employees that were recognized during the meeting.

20.3) Board Member Tatem

Board Member Tatem spoke regarding the following:

- Safety tip – drink water and stay hydrated.
- Noted public input regarding positive feedback for the perception of the District.

20.4) Vice-Chair Spray

Vice-Chair Spray spoke regarding the following:

- Noted District retirees on the Human Resources (HR) documents.
- Spoke regarding her attendance of the recent IB graduation pinning ceremony.

20.5) Chair Choate

Chair Choate spoke regarding the following:

- Thanked staff for the hard work in the newly developed employee recognition program.
- Noted upcoming graduation week.

21) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 11:22 AM.

_____

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. 7.1

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
MTC Instructor Named Educator of the Year

Executive Summary
The American Boat & Yacht Council named Freddie Fowler of Manatee Technical College its 2023 Educator of the Year in the area of marine service technology.

The following quotes about Mr. Fowler and the award were found in a story on the ABYC's website.

"Freddie's repeated nominations by both students and the administration highlight the remarkable influence of his teaching," said Sarah Devlin, Accreditation Director for the ABYC Foundation, who oversees the Marine Trades Accreditation Program (MTAP). "Manatee Technical College serves as an exemplary model, showcasing a program that successfully aligns its curriculum with job opportunities at the local, state, and national levels."

"Under the instruction of Freddie Fowler, the Marine Service Technologies program has record enrollments, new and renewed partnerships with Yamaha, Mercury and Suzuki," said Doug Wagner, Director of Manatee College. "The students upon graduation are having many locations to choose from for their careers. Freddie came from the industry and is now giving back to educate future employees in this area."

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. 9.1

School Board of Manatee County
May 28, 2024 - Regular Board Meeting

Title
2023-2024 End of Year Assessment Results - *updated 5/24/2024*

Executive Summary
Mr. Derek Jensen, Deputy Superintendent of Instruction, will present the 2023-2024 End of Year Assessment Results.

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

Attachments:
Spring PM3 Assessment Results School Board Presentation - added 5/24/2024

2023-2024 FAST Progress Monitoring 3/Spring Assessment Results

School Board Meeting
May 28, 2024

FAST Progress Monitoring



RENAISSANCE

Cambium Assessment

Kindergarten – 2nd Grade

Star Early Literacy

Star Reading

Star Math

3rd – 10th Grade

3rd-10th Grade FAST ELA Reading

3rd-8th Grade FAST Mathematics

School Grade Components 2023-2024

3rd Grade Reading Achievement
FAST ELA (3)
FAA ELA (3)

Reading Achievement
FAST ELA (3-10)
FAA ELA (3-10)

Math Achievement
FAST Math (3-8), FAA Math (3-8), BEST Algebra 1, FAA Algebra 1, BEST Geometry, FAA Geometry

Science Achievement
NGSSS Science (5th & 8th)
FAA Science (5th & 8th)
NGSSS Biology, FAA Biology

Middle School Acceleration
BEST Algebra 1, FAA Algebra 1, BEST Geometry, FAA Geometry, CAPE Industry Certifications

Graduation Rate
Prior Year Federal Uniform Graduation Rate

Reading Learning Gains (LG)
FAST ELA (3-10)
FAA ELA (3-10)

Math Learning Gains (LG)
FAST Math (3-8), FAA Math (3-8), BEST Algebra 1, FAA Algebra 1, BEST Geometry, FAA Geometry

Social Studies Achievement
NGSSS Civics, FAA Civics, NGSSS US History, FAA US History)

College & Career Acceleration
Prior Year Graduates who have passed one of the following: Dual Enrollment Course, AP exam, AICE Exam, IB Exam, CAPE Industry Certification, Clock Hour Dual Enrollment, ASVAB + JROTC Course

Reading LG of Lowest Quartile (L25)
FAST ELA (3-10)
FAA ELA (3-10)

Math LG of Lowest Quartile (L25)
FAST Math (3-8), FAA Math (3-8), BEST Algebra 1, FAA Algebra 1, BEST Geometry, FAA Geometry

Elementary: 800 pts total
Middle: 900 pts total
High: 1000 pts total
K-8: 1000 pts total

Considerations

- Make-up testing continues around the state.
  - The statewide testing windows run through May 31st.
  - Official reports showing school and district results must be released by the end of June.
- **These results will not match the data used for school and district grades.**
  - FLDOE uses a Survey 2-3 match
  - FLDOE does not include ESOL students who have been in the U.S. fewer than 2 years in the achievement components.
  - FLDOE walks back student scores from alternative/contracted sites to the students' home-zoned schools
- We have yet to receive the Florida Alternate Assessment (FAA) results and those won't be available until after Standard Setting.

SDMC PM3 ELA Reading Results

KG-2nd Grade

(as of 5/21/2024)

	PM3 Lvl 3+	2023-2024 FAST PM3 Performance Levels					PM3 2023	PM3 2024	Change from PM3 to PM3	
	%	1	2	3	4	5	%	%	%	Change
KG - State	**54%**	**20%**	**26%**	**20%**	**17%**	**17%**	**57%**	**54%**	**-3%**	↓
KG - Manatee	55%	20%	26%	21%	18%	15%	53%	55%	+2%	↑
1st - State	**56%**	**29%**	**15%**	**19%**	**20%**	**17%**	**57%**	**56%**	**-1%**	↓
1st - Manatee	56%	29%	16%	20%	20%	16%	51%	56%	+5%	↑
2nd - State	**53%**	**27%**	**19%**	**20%**	**20%**	**13%**	**54%**	**53%**	**-1%**	↓
2nd - Manatee	52%	29%	18%	20%	21%	12%	51%	52%	+1%	↑

- KG proficiency data is combined, as students can take either Star Early Literacy or Star Reading for PM3
- 1st & 2nd Grade students are required to take Star Reading for PM3

SDMC PM3 ELA Reading Results

3rd-5th Grade

(as of 5/21/2024)

	PM3 Lvl 3+	2023-2024 FAST PM3 Performance Levels					PM3 2023 Lvl 3+	PM3 2024 Lvl 3+	Change from PM3 to PM3	
	%	1	2	3	4	5	%	%	%	Change
3rd - State	**55%**	**22%**	**22%**	**23%**	**19%**	**13%**	**51%**	**55%**	**+4%**	↑
3rd - Manatee	51%	26%	23%	22%	17%	12%	48%	51%	+3%	↑
4th - State	**53%**	**26%**	**22%**	**21%**	**20%**	**12%**	**52%**	**53%**	**+1%**	↑
4th - Manatee	51%	26%	22%	21%	19%	11%	48%	51%	+3%	↑
5th - State	**55%**	**21%**	**25%**	**20%**	**23%**	**12%**	**50%**	**55%**	**+5%**	↑
5th - Manatee	51%	23%	26%	19%	21%	11%	47%	51%	+4%	↑

SDMC Spring/PM3 ELA Reading Results

6th-10th Grade

(as of 5/21/2024)

	PM3 Lvl 3+	2023-2024 FAST PM3 Performance Levels					PM3 2023 Lvl 3+	PM3 2024 Lvl 3+	Change from PM3 to PM3	
	%	1	2	3	4	5	%	%	%	Change
6th - State	**54%**	**23%**	**23%**	**22%**	**20%**	**12%**	**50%**	**54%**	**+4%**	↑
6th - Manatee	51%	25%	24%	23%	18%	10%	49%	51%	+2%	↑
7th - State	**50%**	**26%**	**24%**	**17%**	**22%**	**11%**	**48%**	**50%**	**+2%**	↑
7th - Manatee	50%	27%	23%	16%	23%	11%	43%	50%	+7%	↑
8th - State	**51%**	**25%**	**25%**	**23%**	**15%**	**13%**	**49%**	**51%**	**+2%**	↑
8th - Manatee	48%	27%	25%	24%	13%	11%	45%	48%	+3%	↑
9th - State	**53%**	**23%**	**24%**	**22%**	**19%**	**12%**	**48%**	**53%**	**+5%**	↑
9th - Manatee	51%	25%	23%	21%	19%	11%	45%	51%	+6%	↑
10th - State	**53%**	**23%**	**24%**	**21%**	**19%**	**13%**	**48%**	**53%**	**+5%**	↑
10th - Manatee	51%	25%	25%	21%	19%	11%	42%	51%	+9%	↑

SDMC Spring/PM3 Math Results

KG-2nd Grade

(as of 5/21/2024)

	PM3 Lvl 3+	2023-2024 FAST PM3 Performance Levels					PM3 2023	PM3 2024	Change from PM3 to PM3	
	%	1	2	3	4	5	%	%	%	Change
KG - State	**53%**	**22%**	**25%**	**23%**	**20%**	**10%**	**48%**	**53%**	**+5%**	↑
KG - Manatee	54%	22%	23%	25%	20%	9%	43%	54%	+11%	↑
1st - State	**59%**	**18%**	**23%**	**27%**	**17%**	**15%**	**64%**	**59%**	**-5%**	↓
1st - Manatee	59%	18%	23%	26%	17%	16%	61%	59%	-2%	↓
2nd - State	**60%**	**24%**	**17%**	**21%**	**24%**	**15%**	**57%**	**60%**	**+3%**	↑
2nd - Manatee	61%	23%	16%	19%	26%	16%	57%	61%	+4%	↑

SDMC Spring/PM3 Math Results

3rd-7th Grade

(as of 5/21/2024)

	PM3 Lvl 3+	2023-2024 FAST PM3 Performance Levels					PM3 2023 Lvl 3+	PM3 2024 Lvl 3+	Change from PM3 to PM3	
	%	1	2	3	4	5	%	%	%	Change
3rd - State	**61%**	**17%**	**22%**	**22%**	**26%**	**13%**	**58%**	**61%**	**+3%**	↑
3rd - District	63%	17%	20%	21%	28%	14%	60%	63%	+3%	↑
4th - State	**59%**	**24%**	**19%**	**20%**	**27%**	**12%**	**58%**	**59%**	**+1%**	↑
4th - District	62%	21%	17%	20%	29%	13%	60%	62%	+2%	↑
5th - State	**56%**	**21%**	**23%**	**22%**	**18%**	**16%**	**53%**	**56%**	**+3%**	↑
5th - District	60%	19%	21%	21%	19%	20%	58%	60%	+2%	↑
6th - State	**55%**	**19%**	**25%**	**19%**	**22%**	**14%**	**50%**	**55%**	**+5%**	↑
6th - District	56%	19%	25%	20%	22%	14%	54%	56%	+2%	↑
7th - State	**47%**	**31%**	**22%**	**22%**	**14%**	**11%**	**45%**	**47%**	**+2%**	↑
7th - District	57%	25%	18%	22%	19%	16%	56%	57%	+1%	↑

SDMC Spring/PM3 Math Results

8th Grade

(as of 5/21/2024)

8th grade data reflects the SDMC commitment to accelerating proficient students into Algebra and Geometry courses.

	PM3 Lvl 3+	2023-2024 FAST PM3 Performance Levels					PM3 2023 Lvl 3+	PM3 2024 Lvl 3+	Change from PM3 to PM3	
	%	1	2	3	4	5	%	%	%	Change
8th - State	**55%**	**21%**	**24%**	**20%**	**16%**	**19%**	**53%**	**55%**	**+2%**	↑
8th - District	31%	38%	32%	17%	8%	6%	39%	31%	-8%	↓

SDMC Spring/PM3 Math Results

MS Algebra 1 & Geometry

(as of 5/21/2024)

		2022-2023 Enrollment		% in Alg. 1 or Geo	2023-2024 Enrollment		% in Alg. 1 or Geo.	1 Year Change
	Grade	Alg. 1/Geo.	Total Students		Alg. 1/Geo.	Total Students		
State	**7**	**22,888**	**217,049**	**11%**	**24428**	**223,324**	**11%**	**+0%**
District	7	429	3,860	11%	530	3,814	14%	+3%
State	**8**	**94496**	**223,055**	**42%**	**99956**	**218,529**	**46%**	**+3%**
District	8	1,930	3,924	49%	2147	4,013	54%	+4%

	2022-23 MS Acceleration	All Algebra 1		MS Algebra 1		All Geometry		MS Geometry	
		2022-23	2023-24	2022-23	2023-24	2022-23	2023-24	2022-23	2023-24
State	**70%**	**47%**	**50%**	**86%**	*	**45%**	**52%**	**94%**	*
District	78%	55%	53%	84%	87%	54%	51%	96%	92%

*State Assessment Results by grade are not yet available for 2023-2024

SDMC Spring Algebra 1 & Geometry Results

(as of 5/21/2024)

	Spring 2024 Lvl 3+	2023-2024 Spring Performance Levels					Spring 2023 Lvl 3+	Spring 2024 Lvl 3+	Change from Spring 2023 to Spring 2024	
	%	1	2	3	4	5	%	%	%	Change
Algebra - State	**48%**	**25%**	**26%**	**23%**	**16%**	**9%**	**47%**	**48%**	**+1%**	↑
Algebra - Manatee	54%	21%	25%	26%	18%	10%	55%	54%	-1%	↓
Geometry - State	**52%**	**24%**	**24%**	**29%**	**10%**	**13%**	**45%**	**52%**	**+7%**	↑
Geometry - District	51%	24%	25%	28%	10%	13%	54%	51%	-3%	↓

SDMC Spring Science & Biology Results

(as of 5/21/2024)

	Spring 2024 Lvl 3+	2023-2024 Spring Performance Levels					Spring 2023 Lvl 3+	Spring 2024 Lvl 3+	Change from Spring 2023 to Spring 2024	
	%	1	2	3	4	5	%	%	%	Change
5th - State	**54%**	**24%**	**22%**	**26%**	**14%**	**14%**	**51%**	**54%**	**+3%**	↑
5th - District	50%	28%	23%	24%	13%	13%	49%	50%	+1%	↑
8th - State	**45%**	**28%**	**26%**	**20%**	**13%**	**12%**	**44%**	**45%**	**+1%**	↑
8th - District	44%	30%	26%	20%	14%	10%	45%	44%	-1%	↓
Biology - State	**66%**	**12%**	**21%**	**34%**	**13%**	**19%**	**63%**	**66%**	**+3%**	↑
Biology - District	68%	13%	19%	32%	15%	21%	64%	68%	+4%	↑

SDMC Spring Civics & U.S. History Results

(as of 5/21/2024)

	Spring 2024 Lvl 3+	2023-2024 Spring Performance Levels					Spring 2023 Lvl 3+	Spring 2024 Lvl 3+	Change from Spring 2023 to Spring 2024	
	%	1	2	3	4	5	%	%	%	Change
Civics - State	**67%**	**17%**	**16%**	**23%**	**19%**	**25%**	**66%**	**67%**	**+1%**	↑
Civics - Manatee	69%	14%	17%	24%	22%	23%	69%	69%	0%	=
U.S. History - State	**68%**	**16%**	**16%**	**25%**	**20%**	**23%**	**63%**	**68%**	**+5%**	↑
U.S. History - District	66%	16%	18%	26%	18%	22%	58%	66%	+8%	↑

Upcoming Timeline

- FLDOE official reports will be released by the end of June
- School grades will not be released until after the State Board of Education finalizes the school/district grade scales for 2023-2024 at the July 24, 2024 State Board Meeting.
  - If the State Board approves one of the four options simulated by the FLDOE, school grades will be released soon afterwards. Otherwise, it may take an additional few weeks to release school grades.
- Federal Index results for 2023-2024 school year will not be released until school grades are released.

2023-2024 FAST Progress Monitoring 3/Spring Assessment Results

School Board Meeting
May 28, 2024

AGENDA ITEM NO. 9.2

School Board of Manatee County
May 28, 2024 - Regular Board Meeting

Title
ARK Adventures STEM Pilot Program - *Updated 5/24/2024*

Executive Summary
Mr. Derek Jensen, Deputy Superintendent of Instruction, will present information regarding the ARK Adventures STEM Pilot Program.

Contact
Submitting Department: Instructional Services
Initiated By: Derek Jensen

Attachments:
ARK Adventures EDEP Board Presentation - added 5-24-2024

ARK Adventures Extended Day Enrichment Program

School Board Meeting

May 28, 2024

Alignment to the Strategic Plan

Ready for Life

4. Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration.
6. Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning.

Ready to Grow

7. Promote our schools and District as remaining highly competitive and uniquely designed to produce top-notch graduates, great neighbors, and responsible citizens.



A partnership between the School District of Manatee County and The ARK Education Initiative.

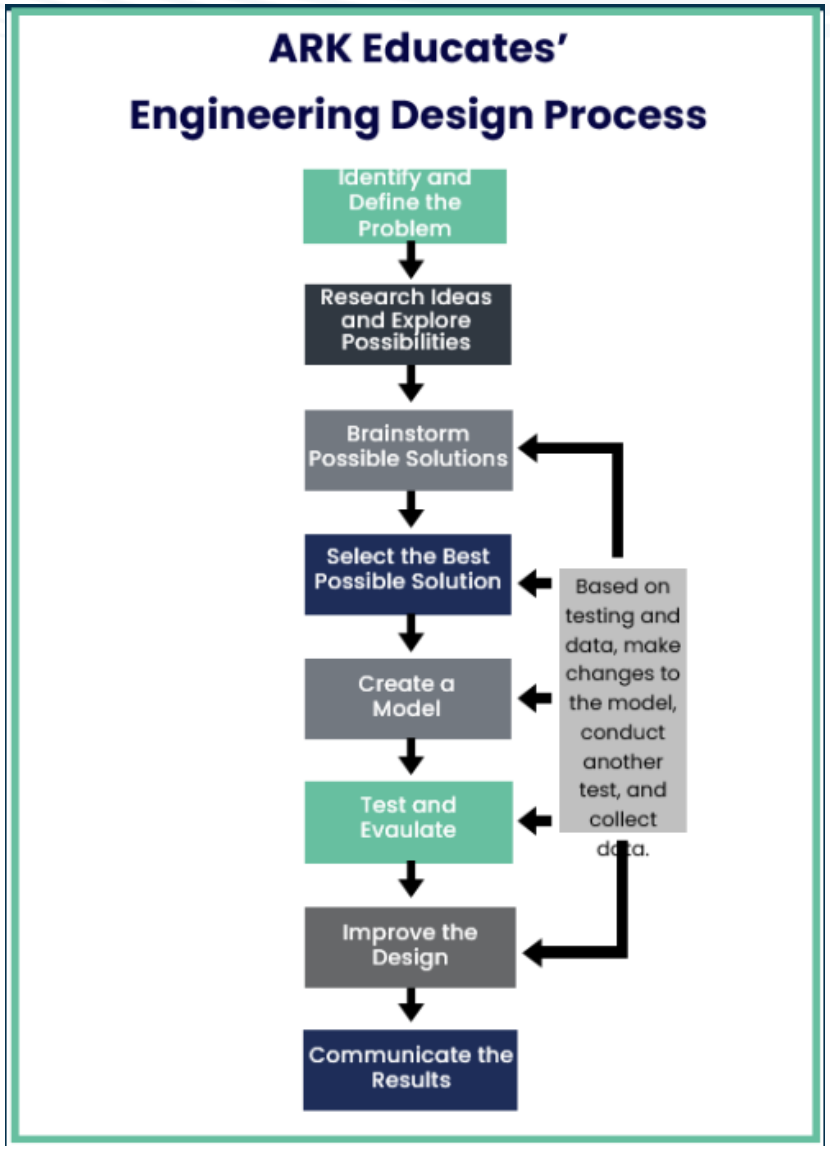
April 2024 - May 2024



A fifth-grade extended-day enrichment module utilizing engineering design, architectural drafting, 3D virtual modeling, and augmented reality.

ARK Adventures- Building the Future in 3D

What is the ARK Education Initiative?



- Founded in 2021 by Cathie Wood (CEO of ARK Invest)
- Nonprofit organization
- Works to improve education through technology-enabled innovation
- Combines technology, engineering design, career exploration, and a problem first approach to learning
- Goal is to provide students with skills and knowledge to become tomorrow's leaders

SDMC Extended Day Enrichment Program (EDEP)

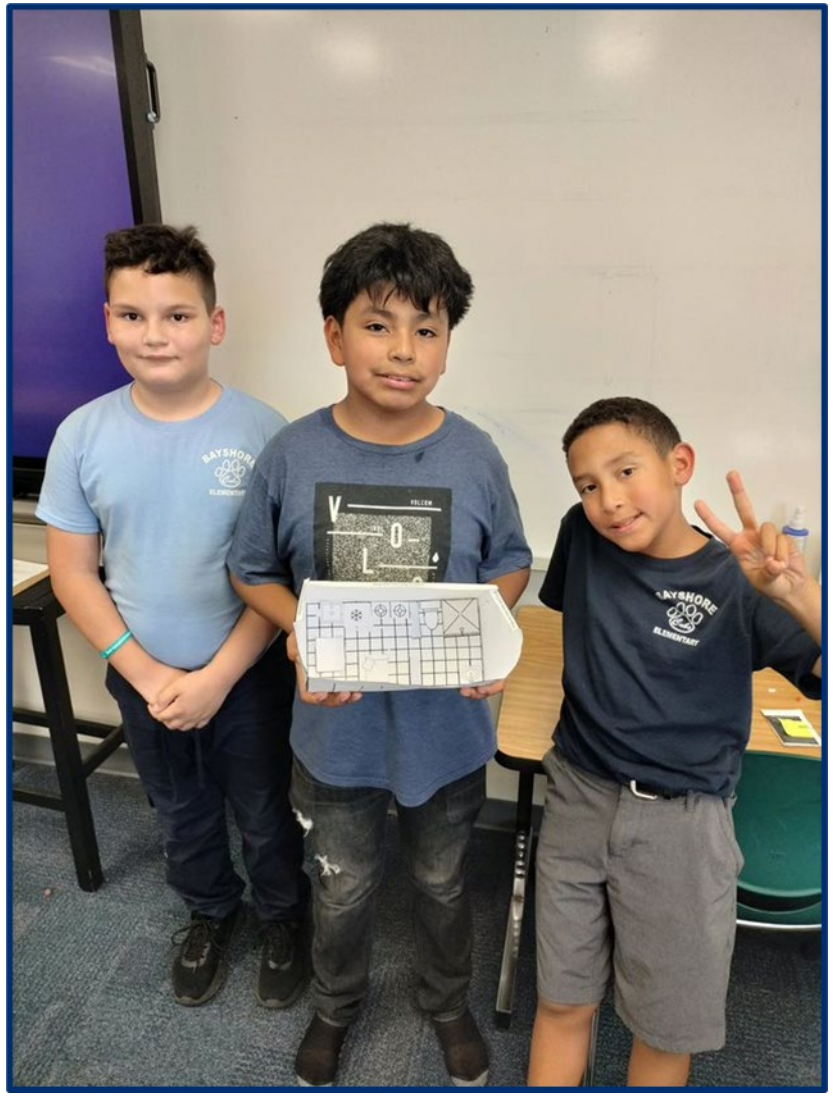
ARK initiative supports…

- EDEP program goals:
  - Positive self-esteem
  - Initiative
  - Independence
  - Problem-solving
  - Creativity
  - Safety awareness
  - Sense of security
  - Self-control
  - Community involvement
- EDEP program activities:
  - Enrichment and special interest clubs



ARK in EDEP

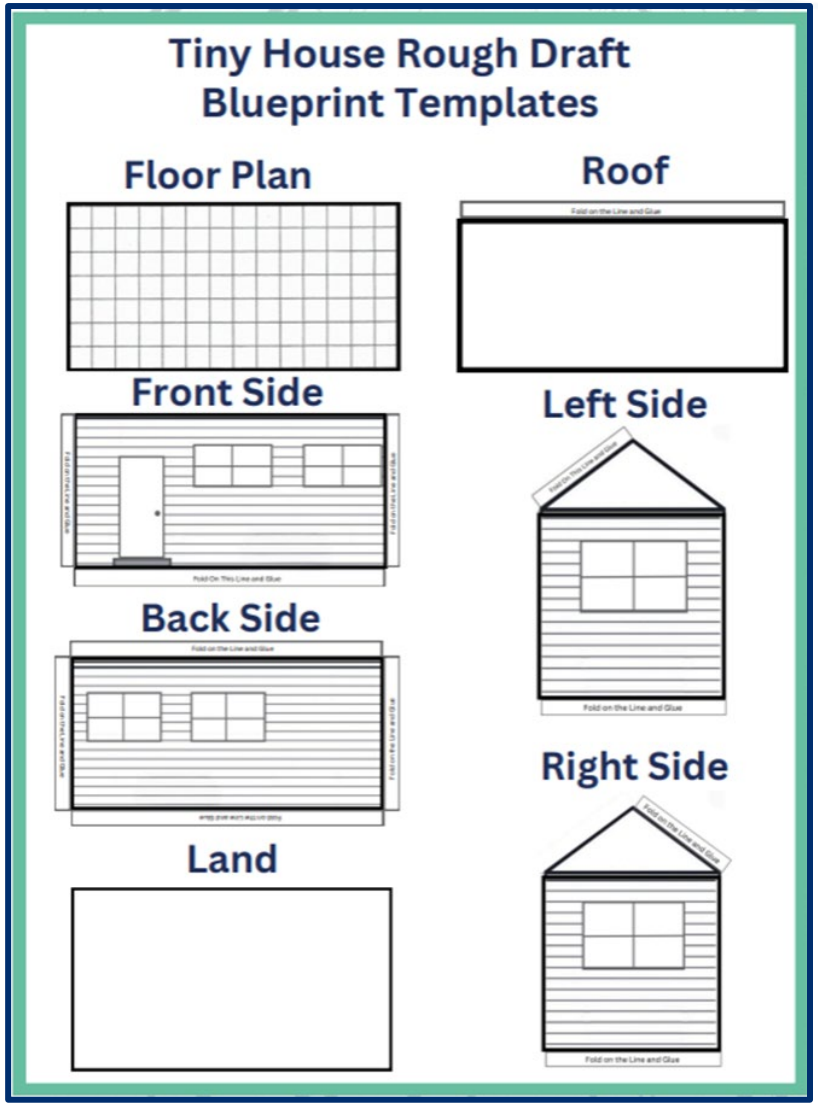
- Fifth graders at four schools:
  - Bashaw
  - Bayshore
  - Freedom
  - McNeal
- Five-week program beginning the week of April 15, 2024
- Two days per week
- Training and job-embedded support provided to teachers



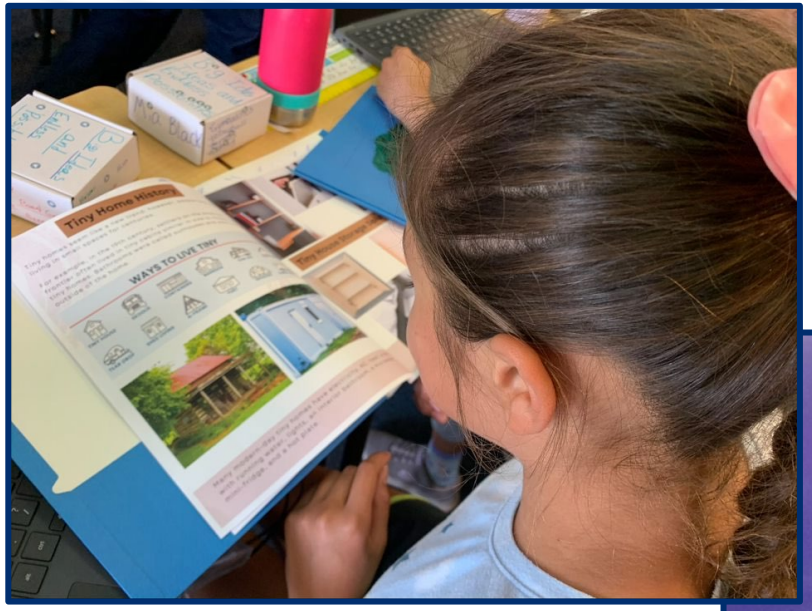
Real-World Design Challenge

- Goal: To design and build a model of a tiny house that could be used as a temporary dwelling

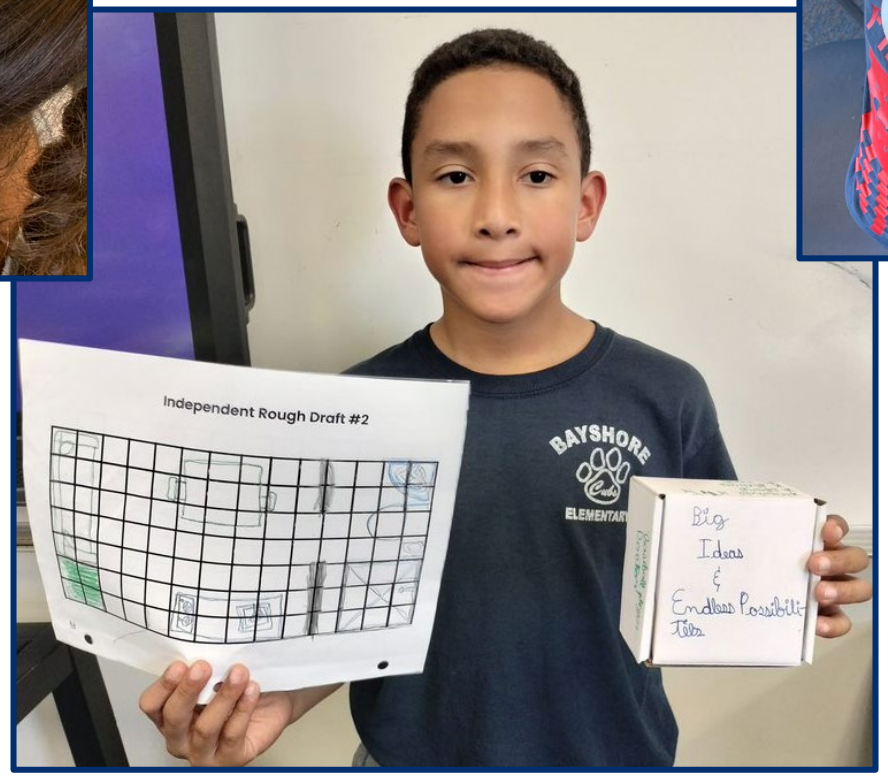
- Students worked together in teams to:
  - Create an architectural blueprint
  - Build a physical model using steps in the engineering design process
  - Use their physical build as a template to create a 3D virtual model using augmented reality



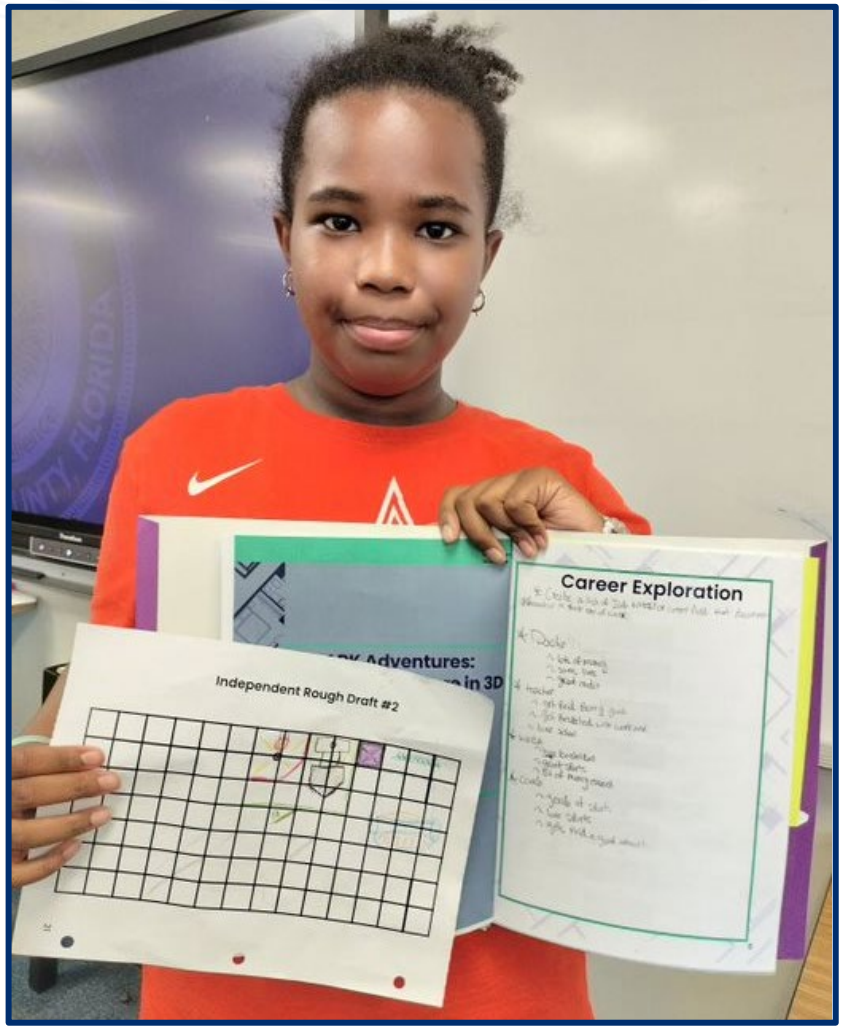
Design Process: Research Ideas and Brainstorm Solutions

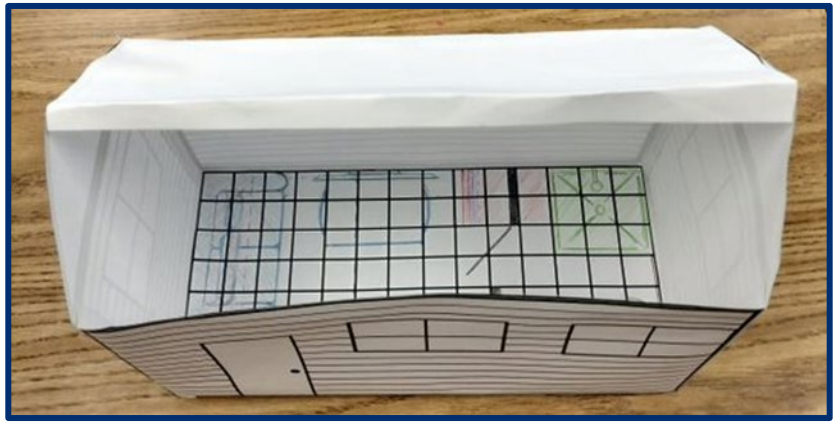


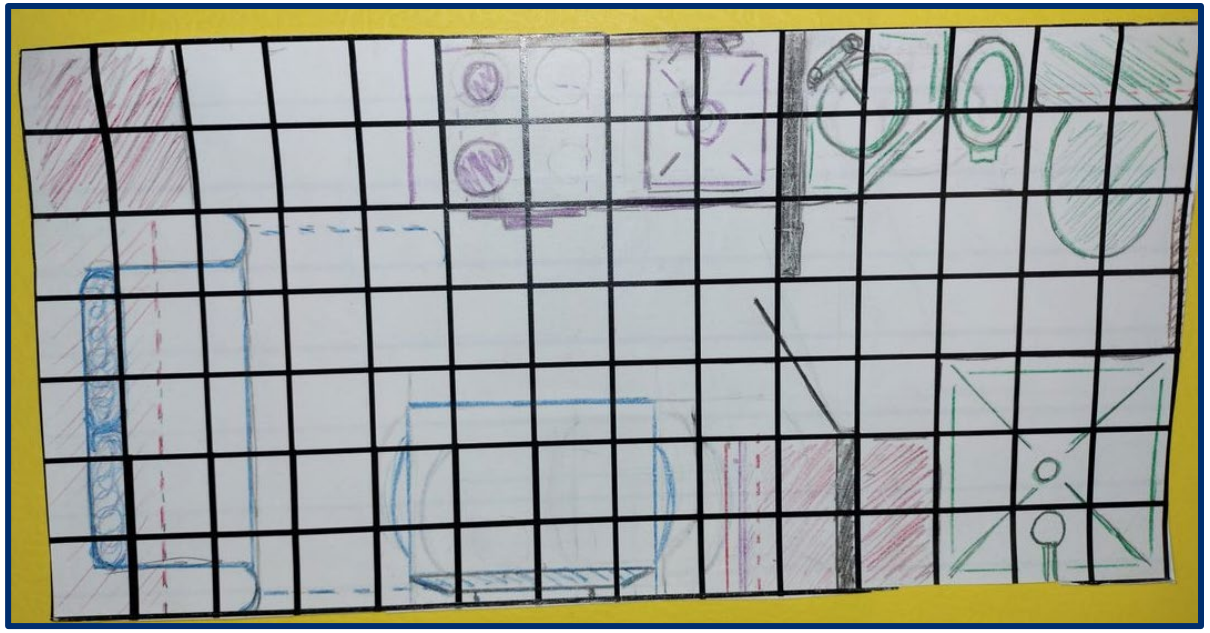




Design Process: Select Best Solution and Create a Model

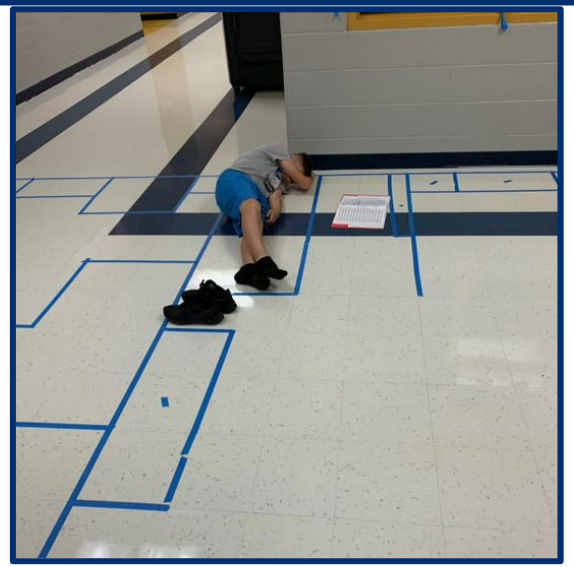






Design Process: Test and Evaluate

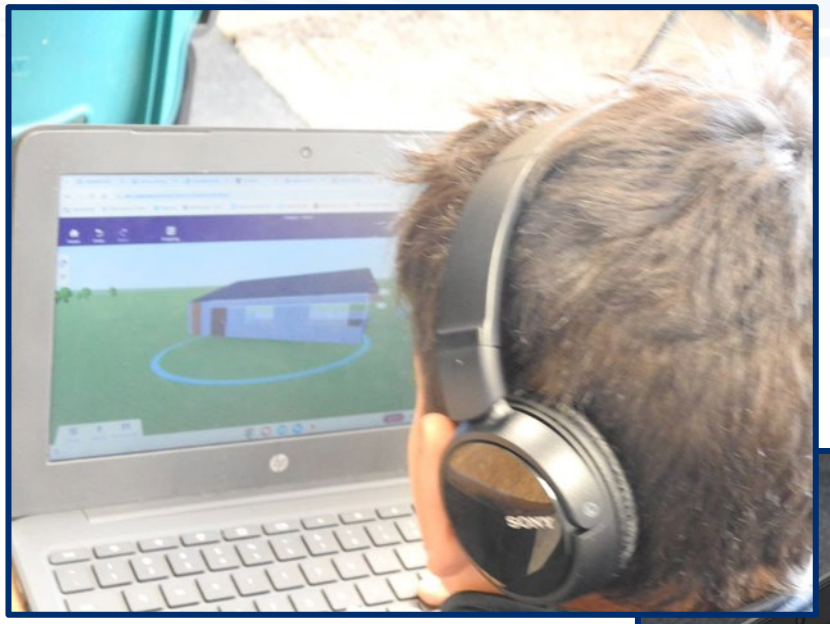


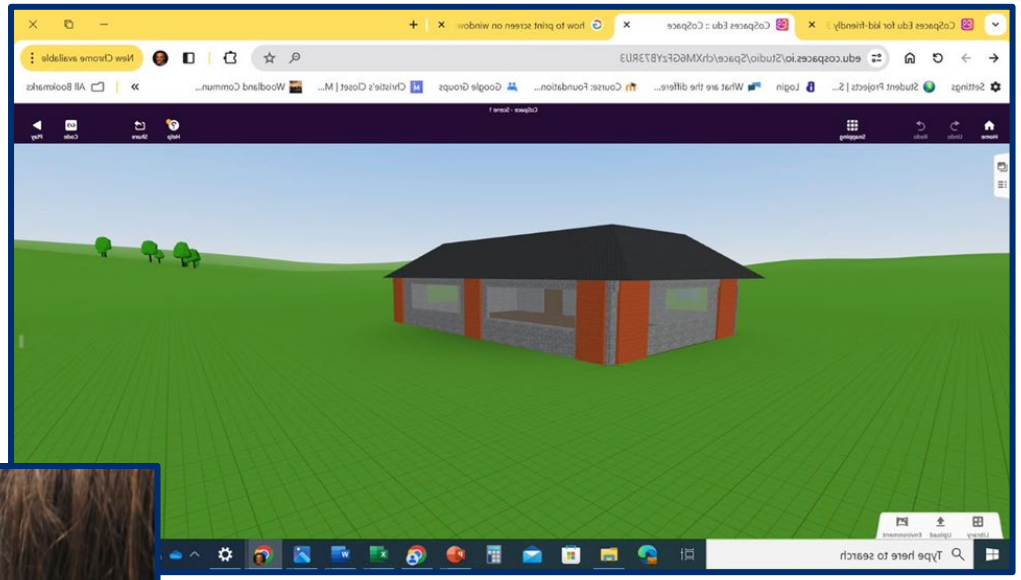




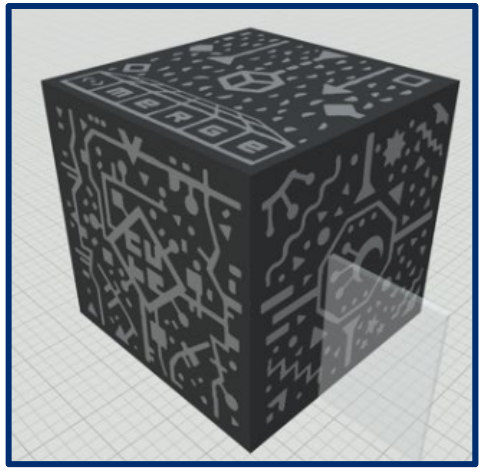


Design Process: Improve the Design and Communicate Results









ARK Adventures Extended Day Enrichment Program

School Board Meeting

May 28, 2024

AGENDA ITEM NO. 10.1

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)- updated 5/24/2024

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 2023-2024 and 2024-2025 school years have been interviewed by administrative staff members 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. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 5.28.2024 updated 5.24.24

Type		Information/Position/Location	Eff Date
Appointment/Para			
	Rodriguez, Maria	Teacher Aide, ESOL Daughtrey Elementary	8/5/2024
Appointment/Prof			
Req. 11071	*Chirco, Joan*	Teacher, Business Technology Buffalo Creek Middle **B.A. University of Florida**	8/4/2024
Req. 9210	*Durshimer, Margo*	Counselor, HS Southeast High **Ed. S. Argosy University**	8/5/2024
Req. 10939	*Nguyen-Walker, Tin*	Teacher, ASD Tillman Elementary **M.S. Capella University**	8/5/2024
Appointment/Supp			
	Eisenhauer, Justin	Transportation Customer Svc. Rep. Matzke Support Center	5/19/2024
	Judd, Felicia	Food Service Worker-6 Hr. Jain Middle School	5/13/2024
	McKenzie, Deidre	Bus Aide Matzke Support Center	5/13/2024
	Rivera, Bryan	Special Equipment Operator Matzke Support Center	5/13/2024
	Steinbeck, Steven	Bus Driver Matzke Support Center	5/13/2024
Deceased/Prof			
	Dodd, Troy	Second Grade Teacher Ballard Elementary	5/6/2024
Resignation During Investigation			
	Molina, Louie	Teacher Aide, ESE, One-on-One Manatee High	5/11/2024
Resignation In Lieu of Termination			
	Duncan, William	Teacher, Language Arts, HS Braden River High	Corrected 5/24/24 5/9/2024
Resignation/Admin			
	Ellison, Elayne	Recruitment Coordinator School Support Center	5/11/2024
	Roberts, Kevin	Field Technician Palmetto High	6/1/2024

Type		Information/Position/Location	Eff Date
	Roff, Emily	ESE Behavioral Specialist Professional Support Center	6/1/2024
	Say, Summer	ESE Behavioral Specialist Professional Support Center	7/1/2024
Resignation/Para			
	Alvarado, Analilia	Teacher Aide, ESOL Moody Elementary	5/8/2024
	Cromartie, Kiara	Classroom Sub Lee Middle School	5/29/2024
	De La Torre, Emily	Teacher Aide, ESOL Buffalo Creek Middle	5/16/2024
	Fields, Jamie	Teacher Aide, ESE, One-on-One Harvey Elementary	5/25/2024
	Miranda, Virginia	Teacher Aide, ES McNeal Elementary	5/29/2024
	Mundt, Abigail	Classroom Sub Buffalo Creek Middle	5/11/2024
	Razzano, Julia	Teacher Aide, ES Samoset Elementary	5/9/2024
	Seavey, Tazlene	Health Aide Tillman Elementary	5/30/2024
	Stasik, Susanna	Teacher Aide, ESE Freedom Elementary	5/29/2024
	Wood, Chareece	Health Aide Southeast High	5/29/2024
Resignation/Prof			
	Angstadt, Sandy	Third Grade Teacher Anna Maria Elementary	5/31/2024
	Baxley, Kaitlynn	Fourth Grade Teacher Bashaw Elementary	5/29/2024
	Bergman, Markus	Teacher, Mathematics, HS Palmetto High	5/29/2024
	Brown, Janice	Teacher, ASD	7/31/2024

Type	Information/Position/Location	Eff Date
	Harvey Elementary	
Buchek, Tiffany	Teacher, ASD Braden River Elementary	5/29/2024
Burga Perez, Bruno	First Grade Teacher Rogers Garden-Bullock Elementary	5/29/2024
Burns, Lisa	Fifth Grade Teacher Moody Elementary	5/29/2024
Eddy, Dana	Kindergarten Teacher Willis Elementary	5/29/2024
Fritze, Brianna	Nursing Instructor Manatee Technical College	5/21/2024
Furman, Jan	Teacher, VE Daughtrey Elementary	5/29/2024
Guzman, Bridget	First Grade Teacher Rogers Garden-Bullock Elementary	5/29/2024
Higgins, Lisa	Teacher, Physical Education, ES McNeal Elementary	5/29/2024
Hrubes, Jill	Teacher, Pre-K Handicapped Palmetto Elementary	5/29/2024
Imhoff, Cayse	Kindergarten Teacher Freedom Elementary	5/29/2024
Kazbour, Alexander	Teacher, Mathematics, HS Braden River High	5/29/2024
Luce, Nicole	ESE Specialist Professional Support Center	5/29/2024
Martin, Scott	Teacher, Science, HS Southeast High	5/31/2024
Pendley, Abigail	ESE Specialist Professional Support Center	5/29/2024
Reiber, Breslyn	Teacher, Dance, HS Bayshore High	5/25/2024

Type		Information/Position/Location	Eff Date
	Saint-Aime, Alisha	Teacher, VE Rogers Garden-Bullock Elementary	5/29/2024
	Schoch, Jessie	Teacher, Music, HS Parrish Community High	6/29/2024
	Stutes, Necole	Reading Coach, ES Bashaw Elementary	4/26/2024
	Tate, Deonta	Teacher, TV Production Palmetto High	5/29/2024
	Townsend, Emily	Teacher, ASD Rogers Garden-Bullock Elementary	5/29/2024
	York, Jennifer	Teacher, VE Myakka Elementary	5/29/2024
Resignation/Supp			
	Burgos, Dayanna	Bus Aide Matzke Support Center	5/7/2024
	Cruz, Louis	Safety Guardian Matzke Support Center	5/29/2024
	Garcia, Briana	Custodian 8 Hr. Jain Middle	5/29/2024
	Odell, Jill	Bookstore Clerk, MTI Manatee Technical College	5/1/2024
	Ortiz, Christina	School Clerical Assistant, 10 Mo. Southeast High	5/3/2024
	Pagliughi, Michael	Safety Guardian Matzke Support Center	5/29/2024
	Schraer, Janet	Food Service Worker-5 Hr. Braden River Middle	5/25/2024
	Smith, Leslie	Food Service Worker-5 Hr. Rogers Garden-Bullock Elementary	5/9/2024
	Stephenson, Dale	Safety Guardian Matzke Support Center	5/29/2024
	Tutko, Billy	Safety Guardian Matzke Support Center	5/29/2024

Type		*Information/Position/Location*	Eff Date
	Williams, Bryanna	Guidance Clerk, ES Willis Elementary	5/7/2024
Retirement/Admin			
	Chinault, Karen	Assistant Principal, ES Blackburn Elementary **20.5 Years**	7/1/2024
	Forsythe, Patricia	Financial Aide Coordinator Manatee Technical College **21.58 Years**	7/3/2024
	Losada, Anthony	Principal, MS Johnson K-8 **30 Years**	6/28/2024
Retirement/Para			
	Jadeja, Alka	Classroom Sub Horizons Academy **13 Years**	5/29/2024
	Posada, Margarita	Teacher Aide, Pre-K Bayshore Elementary **22 Years**	5/29/2024
	Stinson, Kathy	Teacher Aide, ESE Palmetto High **25 Years**	5/29/2024
Retirement/Prof			
	Bertsch, Alison	Fourth Grade Teacher Braden River Elementary **35.70 Years**	8/1/2024
	Gordon, Tammy	Teacher, Mathematics, HS Southeast High **16.70 Years**	5/29/2024
	Howard, Jene	Third Grade Teacher Williams Elementary **30.60 Year**	5/29/2024
	Johnson, Jane	Teacher, Science, MS Buffalo Creek Middle **32 Years**	8/1/2024
	Mis, Muriel	Teacher, VE/SC Oneco Elementary **3 Years**	5/29/2024

Type		*Information/Position/Location*	Eff Date
	Powell, Melissa	Reading Coach, ES Daughtrey Elementary **20 Years**	8/7/2024
	Smith, Pamela	Second Grade Teacher Braden River Elementary **25.90 Years**	8/1/2024
	Woodson, Pamela	Teacher, Science, MS King Middle **34.95 Years**	5/29/2024
Retirement/Support			
	Butler, Linda	Secretary II Professional Support Center **9.58 Years**	7/7/2024
	Calhoun, Russell	Lead Custodian II Bayshore High **33 Years**	6/8/2024
	Goff, Sarah	Guidance Clerk, ES Moody Elementary **5.70 Years**	5/29/2024
	Starline, Birdena	School Registrar I, ES Freedom Elementary **24 Years**	7/1/2024
Termination/Para			
	Campbell, Jennifer	Teacher Aide, ESE Lee Middle	5/2/2024
	Marroquin, Norma	Teacher Aide, ESOL Palm View K-8	5/2/2024
	Politte, Melissa	Teacher Aide, ESE Miller Elementary	5/2/2024
Termination/Prof			
	Ricotta, Christopher	Teacher, Physical Education, MS Lee Middle	5/9/2024
	Wagner, Melissa	Teacher, Pre-K Handicapped Freedom Elementary	5/1/2024
Termination/Support			
	Belvin, Joshua	Bus Aide Matzke Support Center	5/9/2024

Type		Information/Position/Location	Eff Date
	Funkhouser, Michael	Bus Driver Matzke Support Center	4/19/2024
	Groover, Timothy	Bus Driver Matzke Support Center	5/3/2024
	Lyons, Terry	Bus Driver Matzke Support Center	5/11/2024
	Nguyen, Trang	Food Service Worker-5 Hr. Blackburn Elementary	5/11/2024
Transfer/Admin			
	Calvillo, Paula	From: Home School Liaison, ESOL Professional Support Center To: Graduation Enhancement Tech Professional Support Center	5/12/2024
	Hall, Shane	From: Interim Principal, HS Manatee High To: Assistant Principal, HS Manatee High	7/1/2024
	Linton, Lisa	From: Second Grade Teacher Williams Elementary To: Federal Program Specialist Professional Support Center	7/1/2024
	Richardson, Todd	From: Principal, ES Gullett Elementary To: Executive Principal Gullett Elementary & New East K-8	Added 5/24/24 7/1/2024
	Rio, Haley	From: Principal, ES Harvey Elementary To: Executive Principal Harvey Elementary & New North MS	Added 5/24/24 7/1/2024
Transfer/Para			
	Palino, Judith	From: Teacher Aide, ESE, One-on-One Sugg Middle To: Teacher Aide, ESE, One-on-One Southeast High	7/21/2024
	Reinbolt, Kathy	From: Teacher Aide, ESE, One-on-One Moody Elementary To: Teacher Aide, ESE, One-on-One Sugg Middle	7/21/2024

Type		Information/Position/Location	Eff Date
	Vasquez, Silvia	From: Teacher Asst., Child Dev. Assoc. Bashaw Elementary To: Teacher Asst., Child Dev. Assoc. Braden River Elementary	7/21/2024
	Voss, Jenny	From: Teacher Aide, ESE, One-on-One Palma Sola Elementary To: Teacher Aide, ESE, One-on-One King Middle	7/21/2024
Transfer/Prof			
	Forrow, Brandon	From: Teacher Aide, ESE, One-on-One Lakewood Ranch High To: Teacher, IND/SC Southeast High	7/21/2024
	Trueblood, Deborah	From: Classroom Sub Southeast High To: Teacher, Mathematics, HS Southeast High	7/21/2024
Transfer/Support			
	Ballard, Juliana	From: Food Service Worker-6 Hr. Lakewood Ranch High To: Assistant Manager, Food Service Lakewood Ranch High	5/12/2024
	Carillo Torres, Sandra	From: School Clerical Assistant, 10 Mo. Prine Elementary To: School Registrar I, ES Prine Elementary	7/14/2024
	Diaz Fleites, Jorge	From: Custodian 8 Hr. Jain Middle To: Carpet Cleaning Technician Matzke Support Center	5/12/2024
	Frazee, Cher	From: Teacher Aide, ES Oneco Elementary To: Guidance Clerk, ES Oneco Elementary	7/28/2024
	Mitchell, Willie	From: Head Custodian I Bashaw Elementary To: Lawn Maintenance Technician Matzke Support Center	5/12/2024
	Ross-Gallop, Jennifer	From: Head Custodian I Bayshore Elementary	5/12/2024

Type		Information/Position/Location	Eff Date
		To: Plant Manager Southeast High	
	Taugner, Jazmine	From: Food Service Worker-6 Hr. Daughtrey Elementary To: Assistant Manager, FDS, Floater Wakeland Support Center	5/12/2024
	Vance, Steven	From: Classroom Sub Braden River Middle To: Senior School Secretary, MS Braden River Middle	5/5/2024
	Westcott, Julie	From: Teacher Aide, ES Prine Elementary To: Senior School Secretary, ES Prine Elementary	7/9/2024

AGENDA ITEM NO. 10.2

School Board of Manatee County
May 28, 2024 - 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 (No Financial Impact)

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 their current certification 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 as out-of-field after verifying that an appropriately certified teacher is unavailable. The School Board appointed the attached list of teachers as out-of-field. These teachers can pass the subject area exam or complete a minimum of six semester hours annually toward certification until such time they can pass the test, if applicable.

The Multicultural and Educational Training Advocacy (META) Consent Decree requires that all teachers of English Language Learners (ELLs) receive training in English for Speakers of Other Languages (ESOL) strategies. The required training hours range from 18 to 300 hours and are categorized by the subject in which the teacher gives instruction. Categories are I, II, III, and IV. The category also drives the timeline for completing training hours. 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 teachers' names that must 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. (No Financial Impact)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content 5.28.2024
OOF ESOL 5.28.2024
Out of Field READING 5.28.2024

Our of Field CONTENT 5/28/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 3	5/31/2026
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2025
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 2	5/31/2025
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2025
Borcsok Imri,ZsuZsanna	Palmetto Elementary School	Tchr, VE/SC	Elementary Education K-6	4/1/2025
McDonald,Ann M.	Lee Middle School	Tchr, VE	Exceptional Student Education K-12	3/18/2025
Napoli,Danielle	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	2/2/2025
Baxter,Maurice R.	Manatee Elementary School	Tchr, Resource	PreKindergarten/Primary Education PK-3	2/2/2025
Brown,Brittanie	Manatee Elementary School	Tchr, First Grade	Elementary Education K-6	2/2/2025
Badham,Leanne	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	1/31/2025
Johnston,Joshua	Jain Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	1/30/2025
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	1/30/2025
Giraldo,Lori A.	Horizons Academy	Elementary Teacher	Elementary Education K-6	1/16/2025
Silva,Jaime S	Horizons Academy	Tchr, Mathematics, HS	Mathematics 6-12	1/16/2025
Rodriguez,Maria E.	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	1/11/2025
Markland,Katherine Luby	Bayshore Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/8/2025
Lanza,Alys	Sugg Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	1/7/2025
Steffensen,Kira	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	1/5/2025
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/19/2024
Conrad,Natalie Nicole	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/27/2024
Bartens,Jennifer Ann	Freedom Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	11/3/2024
Healy,Kelli Randa	Braden River High School	Tchr, Intellctual Disabilities	Elementary Education K-6	11/1/2024
Todaro,Anthony	Parrish Community High School	Tchr, Language Arts, HS	English 6-12	10/29/2024
Birakis,Christina Marie	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/23/2024
Broxson,Shane Alcus	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	10/1/2024
Fallis,Mick	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	10/1/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Kindergarten	Elementary Education K-6	9/22/2024
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/31/2024
Murray,Bernatta Dealcia	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Walker,Brandi M.	Access to Education	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	5/31/2024
Alfonso,Raymond Vinarao	Ballard Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Fitzstephens,Tracey D.	Bashaw Elementary School	Tchr, VE	PreKindergarten/Primary Education PK-3	5/31/2024
BonRose,Kami Lee	Bayshore Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Bigler,Cynthia L.	Bayshore High School	Tchr, Physical Educ, HS	Physical Education K-12	5/31/2024
Broxterman,Nicole Tadea	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2024
Montone,Daniel Bryan	Bayshore High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Rupp,Michael	Bayshore High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2024
Miller,Joseph Levi	Blackburn Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Serrano,Theresa	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Walker,Amanda	Blackburn Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Kelly,Marilyn E.	Braden River High School	Tchr, Art, HS	Art K-12	5/31/2024
Reeves,Zachary	Braden River High School	Tchr, VE	Elementary Education K-6	5/31/2024
Swales,Cynthia Ann	Braden River High School	Tchr, VE	Middle Grades Mathematics 5-9	5/31/2024
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	5/31/2024
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Middle Grades English 5-9	5/31/2024
Malcomb,Allison	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Karlsson,Lisbeth	Daughtrey Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2024
Kennedy,Charles Arthur	Daughtrey Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Nozell,Susan Elizabeth	Daughtrey Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Bragg,William E	Haile Middle School	Tchr, World Language, MS	World Language – Spanish K-12	5/31/2024
Fauchier-Johnson,Angela Brooke	Haile Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	5/31/2024
Henry,Sylvie Gabrielle	Haile Middle School	Tchr, Language Arts, MS	Middle Grades English 5-9	5/31/2024
Brown,Janice	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Ferris,Laura	Horizons Academy	Tchr, Other Classroom	Exceptional Student Education K-12	5/31/2024
Bronson,Jeffrey H.	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	5/31/2024
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Business Education 6-12	5/31/2024
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Galloza,Jezlyn M	Kinnan Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Martinez,Diana Rose Supnad	Kinnan Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Williams,Ashley irene	Kinnan Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024

Bourdeau,Karen Marie	Lee Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Jones III,Sammie Lee	Lee Middle School	Tchr, VE	Exceptional Student Education K-12	5/31/2024
Mullins,Ryan Alexander	Lee Middle School	Tchr, Resource	Middle Grades General Science 5-9	5/31/2024
Neuman,Belen Jacqueline	Lee Middle School	Tchr, World Language, MS	Readinbg K-12	5/31/2024
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Hall,Brianna D	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Delgado,Edmundo A.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2024
Powley Link,Melissa Anne	Manatee High School	Tchr, Applied Technology	Business Education 6-12	5/31/2024
Long,Benjamin R.	Manatee Technical College	Instructor, Industrial Educati	Business Education 6-12	5/31/2024
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Spence,Jessica J.	McNeal Elementary School	Tchr, First Grade	Gifted Endorsement Class 1	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Rivero,Luis Alan	Oneco Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Roth,Lora	Oneco Elementary School	Tchr, Resource	Exceptional Student Education K-12	5/31/2024
Simmons,Brittany Nicole	Oneco Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Parkerson,Cathy	Palm View K-8 School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2024
Miller,Melanie A.	Palmetto Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2024
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2024
Barco,Adriana	Palmetto High School	Tchr, World Language, HS	World Language – Spanish K-12	5/31/2024
Corn,Samantha	Palmetto High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Freeman,Cynthia S.	Palmetto High School	Tchr, Reading, HS	English 6-12	5/31/2024
Golphin,Richard Edward	Palmetto High School	Tchr, Technology	Business Education 6-12	5/31/2024
Johnson,Mackenzie Taylor	Palmetto High School	Tchr, Mathematics, HS	Middle Grades Mathematics 5-9	5/31/2024
Lang,Mackenzie	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Townson,Taylor	Palmetto High School	Tchr, Language Arts, HS	English 6-12	5/31/2024
Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2024
Mentzer III,John Raymond	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2024
Burga Perez,Bruno	Rogers Garden-Bullock ES	Tchr, First Grade	Elementary Education K-6	5/31/2024
Rush,Cynthia Lee	Rogers Garden-Bullock ES	Tchr, PI, VE	Mathematics 6-12	5/31/2024
White,Charlie A.	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Hermann,Mark L	Sable Acad Behavioral Learning	Tchr, VE/SC	Elementary Education K-6	5/31/2024
Jackson,Maxine Lee	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2024
Maloney,Charisse	Sable Acad Behavioral Learning	Elementary Teacher	Elementary Education K-6	5/31/2024
Denny,Rachel Louise	Samoset Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2024
Michael,Jessica	Sea Breeze Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Koka,Kiranmai	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Smith,Anthony Charles	Southeast High School	Tchr, Mathematics, HS	Mathematics 6-12	5/31/2024
Samuels,Robert	Sugg Middle School	Tchr, Technology	Business Education 6-12	5/31/2024
Alimon,Jezreel Kim	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Exceptional Student Education K-12	5/31/2024
Leupold,Jonathan	Tillman Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2024
Shimmell,Mercedes	Tillman Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2024
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2024
Woods,Lorraine	Witt Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2024
Simpson,Nickesha Natalee	Moody Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/1/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Fernandez,Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Biology 6-12	2/29/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, Physical Educ, HS	Visually Impaired K-12	2/22/2024
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
Drake,Donnalyn	Lincoln Memorial Middle School	Tchr, Reading, MS	Middle Grades English 5-9	2/6/2024
DeCicco,Anthony	Manatee High School	Tchr, Dropout Prevention, HS	Health K-12	2/6/2024
Von Versen,Vanessa	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	2/5/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Thomas,Sheree A.	Lee Middle School	Reading Coach, MS	Middle Grades English 5-9	2/2/2024
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	2/2/2024
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2024
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Pavon,Ana Gabriela	Williams Elementary School	Tchr, VE/SC	Educational Media Specialist PK-12	1/17/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/9/2024
Franco Rengifo,Valentina	Bashaw Elementary School	Tchr, Kindergarten	Elementary Education K-6	1/8/2024
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Noga,Vjola	King Middle School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	12/19/2023
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 2	12/13/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Agriculture/Nat Resrcs	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, Physical Educ, HS	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, VE/SC	PreKindergarten Disabilities Endorsement	11/28/2023

Braun,Natalie Mary	Parrish Community High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	11/28/2023
Cray,Laura	Tara Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	11/22/2023
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	Gifted Endorsement Class 3	11/1/2023
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	Elementary Education K-6	10/31/2023
Esposito,Juliette	Parrish Community High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/30/2023
Riggio,Joseph M	Johnson K-8 Sch of Int Studies	Tchr, Physical Educ, ES	Elementary Education K-6	10/22/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
Rostampour,Michael Maziar	Bayshore Elementary School	Tchr, Fourth Grade	Elementary Education K-6	10/5/2023
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Health K-12	10/4/2023
Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Third Grade	Elementary Education K-6	10/4/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Art K-12	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Elementary Education K-6	10/2/2023
Dykes,Corinne D	Horizons Academy	Tchr, Dropout Prevention, HS	Mathematics 6-12	10/2/2023
Dejneka,Ulyana Bushnell	Bayshore High School	Tchr, ESOL Resource	Art K-12	5/31/2023
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2023
Daly,Stefania D.	Buffalo Creek Middle School	Specialist, Student Support	Business Education 6-12	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Art, ES	Elementary Education K-6	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2023
McMahon,Nicole E	Jain Middle School	Tchr, Other Classroom	PreKindergarten/Primary Education PK-3	5/31/2023
Couvertier Mojica,Martha	Manatee Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2023
Hamilton,Sabrina	Manatee Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Mendez,Jessica	Manatee Elementary School	Tchr, Pre-K	Exceptional Student Education K-12	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2023
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Social Science 5-9	5/31/2023
Lawlor,Whitney	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 2	5/31/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Exceptional Student Education K-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Henriquez Mendoza,Daniela L	Palmetto Elementary School	Tchr, Dual Language, ES	PreKindergarten/Primary Education PK-3	5/31/2023
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Kozuch,Samantha	Palmetto High School	Tchr, Physical Educ, HS	Health K-12	5/31/2023
CARDER,ARIADNE	Rogers Garden-Bullock ES	Tchr, Kindergarten	World Language – Spanish K-12	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
DiStefano,Anthony	Samoset Elementary School	Tchr, Fifth Grade	Middle Grades General Science 5-9	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Social Studies, HS	Readinbg K-12	5/31/2023
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 2	5/31/2023
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2023
Byrd,Angelik M	Moody Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	2/9/2023
Ansbro,Emily	Palmetto High School	Tchr, Language Arts, HS	English 6-12	2/7/2023
Coleman,Brittney M	Tara Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	2/7/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Business Education 6-12	1/10/2023
Nolin,Suzanne	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	12/13/2022
Hodge,Toni Ann	Willis Elementary School	Tchr, Fourth Grade	Autism Endorsement Year 1	12/13/2022
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Gifted Endorsement Class 2	11/1/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/16/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 2	10/5/2022
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Earth-Space Science 6-12	10/4/2022
Jones,Cary Leigh	Parrish Community High School	Tchr, Technology	Exceptional Student Education K-12	10/4/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	9/30/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Phillips,Dianne J.	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	8/1/2022
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Artis,Heather E.	Abel Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
Rainey,Kharma Rae	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	5/31/2022
Calcorzi,Angel A.	Bayshore Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2022
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Baity,Reggie	Blackburn Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 2	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 3	5/31/2022
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades General Science 5-9	5/31/2022

Walton,Ronald J.	Moody Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2022
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 2	5/31/2022
Webb,James H	Palmetto High School	Tchr, Dropout Prevention, HS	Social Science 6-12	5/31/2022
Cummins,Kristy Lynne	Parrish Community High School	Tchr, Emotion/Behavr Disabil	Exceptional Student Education K-12	5/31/2022
Hudson,Le' Nora Lateisha	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2022
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Exceptional Student Education K-12	5/31/2022
McDaniel,Lauren A.	Tara Elementary School	Tchr, Second Grade	Educational Media Specialist PK-12	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Elementary Education K-6	5/31/2022
McGarry,Hunter	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	5/31/2022
John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Hodge,Doni E.	Daughtrey Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	5/1/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Kennedy,Ryan M.	Parrish Community High School	Tchr, VE	English 6-12	2/12/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Elementary Education K-6	1/21/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	1/10/2022
Mauk,Kyle	Tillman Elementary School	Specialist, Student Support	Exceptional Student Education K-12	12/2/2021
Van Serke,Kelly D.	Buffalo Creek Middle School	Spec, Media, MS	Engineering and Technology Education	10/28/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Guth,Andrea	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/8/2021
Searls,Darvin L.	Southeast High School	Tchr, Other Classroom	Exceptional Student Education K-12	10/8/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE/SC	Autism Endorsement Year 1	10/5/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	English 6-12	10/4/2021
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Mathematics 6-12	10/4/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Callihan,Amanda Lynn	Jain Middle School	Counselor MS	Middle Grades English 5-9	9/30/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Librarian / Media Spclst, ES	Middle Grades General Science 5-9	9/24/2021
Forero,Emily T	Gullett Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2021
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 2	5/31/2021
Munive,Daniel A	Bayshore Elementary School	Tchr, Third Grade	Exceptional Student Education K-12	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Elementary Education K-6	5/31/2021
Bennett,Robert C.	Bayshore High School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Braden River Elementary School	Tchr, Dual Language, ES	Elementary Education K-6	5/31/2021
Vasquez,Andrea C	Braden River High School	Tchr, World Language, HS	Elementary Education K-6	5/31/2021
Reeves,Patricia	Braden River Middle School	Tchr, Social Studies, MS	Middle Grades Mathematics 5-9	5/31/2021
Keats,Michelle	Freedom Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2021
Gibson,Joseph W.	Haile Middle School	Tchr, Art, MS	Engineering and Technology Education	5/31/2021
Ngo,Jacqueline L	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
Cushing,Katelyn	Lincoln Memorial Middle School	Tchr, Resource	Exceptional Student Education K-12	5/31/2021
Bracciano,Kathryn E	Manatee High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Egyed,Peter P.	Manatee High School	Tchr, Autism Spectrum Disorder	Art K-12	5/31/2021
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades Mathematics 5-9	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Rosario,Wilfredo	Sable Acad Behavioral Learning	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2021
Brydson,Raynard E.	Sea Breeze Elementary School	Specialist, Student Support	Elementary Education K-6	5/31/2021
Muntz,Steve Marshall	Southeast High School	Tchr, Other Classroom	Mathematics 6-12	5/31/2021
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 2	5/1/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
Brust,Doris	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	Art K-12	2/7/2021
Tate,Deonta	Palmetto High School	Tchr, TV Production	Art K-12	1/6/2021
Van Zandt,Mary Beth	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/6/2021
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021
Mauk,Kyle	Tillman Elementary School	Specialist, Student Support	Elementary Education K-6	12/2/2020
Blank,Christopher	Lakewood Ranch High School	Tchr, Health, HS	Middle Grades General Science 5-9	10/31/2020
Paravicini,Scott F.	Lakewood Ranch High School	Tchr, Physical Educ, HS	Mathematics 6-12	10/31/2020
Bishop,Meghan Kathleen	Southeast High School	Coordinator, IB	Middle Grades General Science 5-9	10/7/2020
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	English 6-12	9/18/2020
Rodgers,Susan D.	Manatee High School	Tchr, Reading, HS	Middle Grades English 5-9	6/10/2020

Fraley,Leah Nicole	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/31/2020
Huffman,Julia Marie	Rogers Garden-Bullock ES	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Devlin,Brittany	Jain Middle School	Tchr, Science, MS	Gifted Endorsement Class 2	5/30/2020
Balsai,Gina Maria	Samoset Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	5/30/2020
Steinberg,Brittney S	Bayshore Elementary School	Tchr, First Grade	Autism Endorsement Year 1	5/1/2020
Mainer,Angela K	Braden River Middle School	Specialist, Student Support	Elementary Education K-6	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Elementary Education K-6	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Exceptional Student Education K-12	5/1/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
VanCleave,Kristen F.	Samoset Elementary School	Counselor ES	Elementary Education K-6	2/15/2020
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Garrity,Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	10/15/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades General Science 5-9	10/12/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Social Science 5-9	10/12/2019
Strom,Cary R	Sugg Middle School	Tchr, Dropout Prevention, MS	English 6-12	10/7/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Integrated	Elementary Education K-6	10/5/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Greene,Nailah D.	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Elementary Education K-6	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Social Science 6-12	5/31/2019
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	Middle Grades General Science 5-9	9/18/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Parrish Community High School	Tchr, Science, HS	Social Science 6-12	9/5/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Frech,Aaron	King Middle School	Tchr, Technology	Elementary Education K-6	6/30/2018

Out of Field ESOL 5/28/2024 Board Meeting

EMPLOYEE_NAME	SCHOOL_DESCR	JOB_CODE_DESCR	OOF Description	Due Date
King,Jennifer Anne	Abel Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Villa,Courtney Raye	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Clark,David	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cuda,Brittany	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Wilds,Wanda Sue	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Duba,Arlene Mag-Aso	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2025
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Nichols,Elizabeth Nicole	Bayshore Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Capellan,Maria Margarita	Blackburn Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2025
Fostin,Ashley	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Alexander,Katherine	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Duball,Cheri	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Atunrase,Keaira	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Corbett,Katrena Lynn	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Grundy,Molly	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Kowtko,Susana Carolina	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Simmons,Solanges	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Wieland,Catherine Amanda	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
McWhorter,Mary Emmaline	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
David,Kimberly	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Moore,David Allen	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Fiore,Remington Tate	Johnson K-8 Sch of Int Studies	Tchr, Gifted	ESOL End. Class 1	8/1/2025
Pendzimaz,Kelsye Jean	Kinnan Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Snyder,Stephanie Michelle	Kinnan Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2025
Mathis,Holly L.	Lee Middle School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Mercado,Mary Flor Arenas	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2025
Carson,Camrynn	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Casey,Matthew	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Eurich Plevin,Elizabeth	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Raber,Jillisa	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Couey,Kristah Elizabeth	Moody Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2025
Huggins,Madison	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Sidnam,Jessica Sunshine	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Zavala,Karina	Myakka Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Comuzzi,Gina M	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Cunningham,Jolissa	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Lewis,Leanna May	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Palero,Blessyl Herrera	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gleason,Olivia	Palm View K-8 School	Tchr, Dropout Prevention, MS	ESOL End. Class 1	8/1/2025
McCaw,Kelsey	Palm View K-8 School	Teacher, Other Classroom	ESOL End. Class 1	8/1/2025
Alcantara Jimenez,Ana	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Bailey,Jessica Nicole	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Del Cuadro,Sierra	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Diaz,Sarrah Jo	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Diaz,Yesenia	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2025
Schaffer,Victoria	Palmetto Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Simmons,DeAndra Vonterrious	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2025
Danko,Ashley Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Dodd,Paige	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Early,Michelle Sharice	Prine Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2025
Riggins,April L.	Prine Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2025
Sardi,Nicole	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Wallace,Sara Anne	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Davis,Ieshia Nicole	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Gogarty,Ashley	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Guzman,Bridget	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Lopez,Melissa	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Brubacher,Tiffany Kay	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025

Meilan,Angela Nicole	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2025
Alexander,Stephanie	Sea Breeze Elementary School	Tchr, Pre-K	ESOL End. Class 1	8/1/2025
Jones,Brenda Goble	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Randle,Rebecca	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Walsh,Brennan	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Gratzer,Hope Elizabeth	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2025
Huffman,Erin Rose	Stewart Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Surdovel,James	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2025
Johannessen,Joscelyn Jenna	Tara Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2025
Barras,Lynn	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2025
Banks,Richelle	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Cricco,Cristina	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
Juntunen,Kevin	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2025
O'Donnell,Lori	Willis Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2025
Wykes,Allison C	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2025
Jacox,Brianna A	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Danko,Olivia	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Prucnell,Jennifer	Bashaw Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Brown,Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Costello-Murray,Patricia Ann	Bayshore Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/1/2024
Mosley,Jessica	Bayshore Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Nuccitelli,Tara	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Pugh,Lauren	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Wolfe,Jaisa	Bayshore Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Case,Denise Kruger	Braden River Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Mulcahy,Catherine	Braden River Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Moore,Monica	Braden River High School	Tchr, Other Classroom	ESOL End. Class 3	8/1/2024
Rochester,Eddie	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Berumen-Marquez,Blanca Margarita	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Imhoff,Cayse Jayne	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Ferrell,Leann Nichole	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Obrien,Judith Anne	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Chaney,Mary Elizabeth	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Marciniak,Daniel Lynn	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Murphy,Shelby A	Harvey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Naylor,Amanda	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Kotler,Michelle	Jain Middle School	Tchr, VE	ESOL End. Class 1	8/1/2024
Evers,Robin M	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	8/1/2024
Sharbono,Christian C	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2024
Shareshian,Michael C	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Shenning,DeeAnah Augusta	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Cox,Chelsea A	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024
Keech-Babcock,Kari Jaclyn	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Fields,Vincent	Manatee Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Furman,Claire	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024

Hendricks,Corey	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Casaclang,Aileen	Miller Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Marello,Amanda	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Miller,Sarah Jeffcoat	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Wade,Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Watkins,Jodi	Miller Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2024
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Wilson,Courtney C.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Kelly-Walford,Carla S	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Davis,Ashley E.	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Koch,Whitney Carter	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Spencer,Melissa	Myakka Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Toso,Claudia Lucia	Myakka Elementary School	Tchr, Dual Language, ES	ESOL End. Class 1	8/1/2024
AVILA,ANGELITA YBARRA	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Blanco,Elizabeth A	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Taleff,Jessica Marie	Oneco Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Woellmer,Brittney T	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Bradley,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
Van Horn,Brenda	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Durham,Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Carper,Sydni Ann	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Lashway,Brianna Christine	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Riley,Terry	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Lyssy,Connie Campbell	Prine Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Blanco-Lopez,Aidaliz	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Walker,Catherine J.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Madrid,Alexis Rae	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Capalit,Ross Ann	Southeast High School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2024
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2024
Piscopo,Louis J	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Amanfi,Kwame	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2024
Cobb,Lucieann	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2024
McElroy,Jeannine	Sugg Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Huling,Allyson	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Nazarian,Carianne	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Shillinglaw,Beth Ann	Williams Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2024
Gilbank,Kristen J.	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Jacox,Megan	Willis Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Klecka,Nicole	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Moseley,Lauren	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Witt Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Li,Stephanie	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/24/2024
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024
Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Nonova,Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/4/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Darnell,Amanda Nicole	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Simpson,Miquela	Abel Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2023

Tobias,Kayla	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Sofos,Melissa Renee	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Nobile,Selina	Bayshore Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Callahan,Heather	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Mynatt,Jessica	Braden River Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Perry,Jaime	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Hospital-Homebound Instruction	Tchr, Hospital/Homebound	ESOL End. Class 1	8/1/2023
Hamel,Kelly L	Jain Middle School	Specialist, Student Support	ESOL End. Class 1	8/1/2023
Alvarez,Daniel	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Martinetti,Megan E	Johnson K-8 Sch of Int Studies	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Tollers,Stephanie M	Johnson K-8 Sch of Int Studies	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Bluemlein,Alexis	Kinnan Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Vanderford,Michael	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Fidura,Monica	Manatee Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Montijo,Jennifer Lynn	Manatee Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Moreno-Hernandez,Diana M	Oneco Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2023
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Hyde,Katherine	Parrish Community High School	Tchr, Physical Educ, HS	ESOL End. Class 3	8/1/2023
Jordan,Andrea	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Soto,Brunilda	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvey,Chondra Tootle	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Peace,Elizabeth	Sea Breeze Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Warren,David O'dell	Sea Breeze Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Anioce,Swenson	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Frisch,Tracylyn	Witt Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2023
Lavigne,Jamie	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Angstadt,Sandy	Anna Maria Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2022
Fairley,Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Bratton,Kamille J	Blackburn Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2022
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Jimenez,Katty Maria	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Coetzee,Nicolette M	Lakewood Ranch High School	Tchr, Social Studies, HS	ESOL End. Class 1	8/1/2022
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Hennessy-Seguin,Megan	Myakka Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	ESOL End. Class 1	8/1/2022
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022

Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Collins,Jessica	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Anna Maria Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Adriano,Victoria Catherine	Ballard Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2021
Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Autrey,Stacy	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Addair,Caressa Jude	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Gomez Ojeda,Arelys D.	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Gardini,Elizabeth	Abel Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Scott,Tracey	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Fontaine,Francine	King Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2020
Mayoral,Melissa	Oneco Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2020
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2020
Watts,Ali Nicole	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	4/24/2020
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Boggs,Olivia J.	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Lamar,Amber	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Cromartie-Pindell,Doris W	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Coston,William F	Nolan Middle School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2019
Paternostro,Nicole	Parrish Community High School	Tchr, Other Classroom	ESOL End. Class 1	8/1/2019
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Delgado Vazquez,Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2015
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007

Out of Field READING 5/28/2024 Board Meeting				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	Reading Endorsement Class 3	10/27/2023
Guzman Colon,Wenik	Buffalo Creek Middle School	Tchr, World Language, MS	Reading Endorsement Class 1	1/25/2023
Schroeder,Claire Anna	Daughtrey Elementary School	Specialist, Student Support	Reading Endorsement Class 2	11/1/2022
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2022
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
McLaughlin,Taylor Mae	Bayshore Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Anderson,Jessica L	Blackburn Elementary School	Coordinator	Reading Endorsement Class 1	11/1/2021
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Schwieterman,John Michael George	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Pre-K Handicapped	Reading Endorsement Class 1	11/1/2021
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Vicens,Sarah Lyn	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Kelly,Debra Ann	Oneco Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Deans,Sara S	Palm View K-8 School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Ramon,Samantha	Palmetto Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Murphy,Matthew	Prine Elementary School	Tchr, Art, ES	Reading Endorsement Class 1	11/1/2021
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
English,Cristen M.	Rogers Garden-Bullock ES	Reading Coach, ES	Reading Endorsement Class 1	11/1/2021
Keiper,Keala Pamela Ros	Samoset Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Walter,Maddison Claire	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Haacke,Karen	Williams Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	Reading Endorsement Class 1	10/1/2020
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 1	8/1/2020
Knips,Sophie	King Middle School	Tchr, Language Arts, MS	Reading Endorsement Class 2	5/31/2020
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	Reading Endorsement Class 1	5/1/2020
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 10.3

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application, for Manatee and Palmetto Elementary Schools, in the Amount of $300,000.00 (Incoming Grant Funds)

Executive Summary
The 21st Century Community Learning Center (CCLC) Program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local academic standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. The program will operate at Palmetto Elementary and Manatee Elementary Monday through Friday from 3:15 p.m. to 5:45 p.m.

This application is pending Board approval. If no Board approval is given, the application will be withdrawn.

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 apply, accept, and expend the Nita M. Lowery 21st Century Community Learning Centers request for application, for Manatee and Palmetto Elementary Schools, in the Amount of $300,000.00 (Incoming Grant Funds)

Financial Impact
There is no financial impact to the General Fund.

Contact
Submitting Department: Elementary Curriculum
Initiated By: Alison Nichols

Attachments:
FLDOE Project Application MCSD 21st Century Elementary School
2024-2025 Final Budget DOE 101S Elementary School Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program 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	**MCSD 21st CCLC - Elementary Grant** (Manatee and Palmetto) **TAPS NUMBER: 25B036**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) Total Funds Requested:	D) Applicant Contact & Business Information	
$300,000	Contact Name: Patricia "Trish" Dezso Fiscal Contact Name: Cathy Miley	Telephone Numbers: **941-751-6550 x43004** **941-708-8770 x41111**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **PO BOX 9069** **Bradenton, FL 34206 9069**	E-mail Addresses: dezsop@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: **215 Manatee Ave West** **Bradenton, FL 34205**	UEI number: 1000129620000 FEIN number: 596000728

CERTIFICATION

I, Jason Wysong, 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 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.

E) _____ Superintendent 04/26/2024
Signature of Agency Head — Title — Date

PENDING BOARD APPROVAL – June 2024

Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Unique Entity Identifier (UEI) requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their UEI registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	School District of Manatee County - Elementary Grant
B) DOE Assigned Project Number:	410-2445B-5C001
C) TAPS Number:	25B036

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. 1 PD x 10 Hrs/Week x $47/Hr x 5 weeks = $2,350 ***50% Administrative = $1,175*** ***50% Evaluation = $1,175*** *School Year Duties Provided In-Kind by the District*		$2,350.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Project Director. $2,350 x 22.78% = $535 ***50% Administrative = $268*** ***50% Evaluation = $268***		$535.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		In-Kind	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **Manatee Elementary** 1 SC x 5 hrs/day x $28/hr x 168 days = $23,520 **Palmetto Elementary** 1 SC x 5 hrs/day x $28/hr x 168 days = $23,520 ***25% Administrative = $11,760*** ***15% Evaluation = $7,056***		$47,040.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 2 Site Coordinators. $47,040 x 22.78% = $10,716 ***25% Administrative = $2,679*** ***10% Evaluation = $1,072***		$10,716.00	100%
5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $35-$52 per hour. Average rate is $39 per hour. **Manatee Elementary** 4 CT x $39/hr x 1.75 hr/day x 168 days = $45,864 **Palmetto Elementary** 4 CT x $39/hr x 1.75 hr/day x 168 days = $ 45,864	0.81	$91,728.00	100%
5100	200	**Fringe Benefits: Certified Academic Teachers** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Certified Academic Teachers. $91,728 x 22.78% = $20,896		$20,896.00	100%

5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $25 per hour. **Manatee Elementary** 4 EL x $25/hr x 2 hrs/day x 168 days = $33,600 **Palmetto Elementary** 4 EL x $25/hr x 2 hrs/day x 168 days = $33,600	1.29	$67,200.00	100%
5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Enrichment Leaders. $67,200 x 22.78% = $15,308		$15,308.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 16 staff x 4 hrs x 4 days x $15/hr = $3,840 *Provided In-Kind by the District*		In-Kind	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for professional development. $3,840 x 22.78% = $875 *Provided In-Kind by the District*		In-Kind	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 2 sites x $500/site = $1,000		$1,000.00	100%
5100	399	**Purchased Services: Mote Marine** Mote Educators will bring fun, inquiry-based and hands-on learning experiences to the 21st CCLC Program four timesduring the program year. Using relevant, real time data and information, students will dive into marine science, helping them better understand science concepts and ideas. In addition, Mote Educators will provide one Family Event (STEM Night) during the project year through a dynamic and interactive presentation where students and families learn together through Science Talks and Exploration Stations. $250 x 4 Events = $1,000 $500 x 1 Event = $500		$1,500.00	

5100	510	**Materials & Supplies** Supplies and materials to support academic and enrichment activities including: workbooks, chart paper, STEM consumables, gardening supplies, copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, highlighters, posters and display boards. 80 students x $144.69/student x 2 sites = $23,151		$23,151.00	100%
5100	360	**Rentals** Annual Subscriptions excusively for actively participating 21st CCLC students at Manatee and Palmetto elementary schools. Standards based Math & Literacy program, and magazines for instructioanl use. Cost estimated at $2,500/site x 2 sites = $5,000		$5,000.00	100%
7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 4.74%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. ***100% Administrative*** = ***$*** 13,576		$13,576.00	100%
			D) TOTAL	**$300,000.00**	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

April 2022 **DOE 101S**

General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

Return to:

Florida Department of Education
Bureau of the Comptroller
325 West Gaines Street
914 Turlington Building
Tallahassee, FL 32399-0400

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental agencies are required to submit the certification page of the General Assurances with an original signature of the official who is legally authorized to bind the entity along with each application submitted to the Department.

Florida Department of Education
General Assurances, Terms, and Conditions for Participation in Federal and State Programs

Authority for Data Collection: 20 USC 1232e (a)

Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232(e), stipulate that "[e]ach local education agency which participates in an applicable program under which federal funds are made available to such agency through a state agency shall submit, to such an agency, a general application containing the assurances set forth in subsection [1232e] (b)." The application shall cover the participation by the local education agency and all other organizations participating in state and federal programs administered by the Florida Department of Education. These assurances are set forth below in the "General Assurances" section.

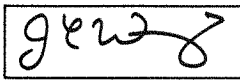
Instructions: These general assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in federal or state law, or by other significant change in the circumstances affecting an assurance in such application. The superintendent, agency head, or other authorized officer must sign the certification and return it to the following address. No payment for project/grant awards will be made by this agency without a current signed General Assurances form on file. For further information, contact the Florida Department of Education, Bureau of the Comptroller, at (850) 245-0401.

Certification:

I, the undersigned official am legally authorized to bind the named agency/organization of the State of Florida, hereby apply for participation in federally funded and/or state-funded education programs on behalf of the named agency/organization below. I certify that the agency will adhere to and comply with the General Assurances, Terms, and Conditions and all requirements outlined in the "Project Application and Amendment Procedures for Federal and State Programs" (Green Book).

Manatee County School District	41	Dr. Jason Wysong, Superintendent
Typed Agency Name	Agency Number	Typed Name and Title of Authorized Official (Agency Head)

I certify that the agency will adhere to each of the assurances contained in this set of *General Assurances, Terms, and Conditions for Participation in Federal and State Programs* as applicable to the project(s) for which this agency is responsible.

	04/26/2024	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

Return original to: Florida Department of Education
Bureau of the Comptroller
914 Turlington Building
325 West Gaines Street
Tallahassee, FL 32399-0400

School districts, state colleges, state universities, and governmental entities are required to have a signed certification page of the General Assurances on file with the Department's Bureau of the Comptroller, bearing the original signature of the current superintendent for school districts or the current agency head/president that has legal authority to bind the agency.

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental entities are required to submit the certification page of the General Assurances with an original signature of the agency head who is legally authorized to bind the entity, along with each application submitted to the Department.

General Assurances

Assurance is hereby given that, to the extent applicable:

- The recipient has the legal authority to apply for the federal/state funding, and the instructional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in this/all applications submitted.

- The recipient will administer each program covered by the application in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements.

- The recipient will comply with all the requirements in the Department's *Project Application and Amendment Procedures for Federal and State Programs* (Green Book).

- The control of funds provided to the recipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.

- The recipient will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

- The recipient will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to documents, papers, and other such records shall be made available to authorized representatives of U.S. governmental agencies, including but not limited to, the federal awarding agency, Inspectors General, the Comptroller General, the Florida Department of Education, the Florida Department of Financial Services, and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.

- The recipient will submit such reports to the Florida Department of Education and to U.S.

governmental agencies as may reasonably be required to enable the Florida Department of Education and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.

- To assure that expenditures reported are proper and in accordance with the terms and conditions of the Project Award and approved project budget, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment. By signing the "General Assurances, Terms, and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

- To assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions outlined in the RFA and/or the RFP, the official who is authorized to legally bind the agency/organization agrees to the following certification. By signing the "General Assurances, Terms and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the RFA and/or the RFP. 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 false statements, false claims or otherwise.

- The recipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

- Any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public.

- For projects involving construction:

    - The project is not inconsistent with the Florida Department of Education's overall plans for the construction of school facilities.
    - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under Section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
    - When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- The recipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.

- The recipient will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

- The recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- The recipient will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

- The recipient will comply with all federal statutes relating to nondiscrimination. (These include but are not limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352], which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794], which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended [42 U.S.C. 6101-6107], which prohibits discrimination on the basis of age.)

- The recipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- The recipient will comply with the requirements of the Gun-Free Schools Act of 1994.

- The recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, "Audit Requirements" and/or Section 215.97, Florida Statutes, "Florida Single Audit Act" as applicable.

- The recipient assures that no federally appropriated funds have been paid or will be paid by or on behalf of the recipient 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 the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- The recipient will comply with the requirements in 2 CFR Part 180, Governmentwide Debarment and Suspension (Nonprocurement).

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

- The recipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.

- The recipient will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.

- The recipient will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.

- The recipient will comply with all applicable requirements of all other federal and state laws, statutes, executive orders, regulations, policies, terms and conditions governing each program funded.

- If applicable, the recipient will conduct assessments that are consistent with Section 1111(b) (3) of the No Child Left Behind Act.

- If applicable, the recipient will annually assess students who have been in the United States for three or more consecutive years, and the recipient will annually assess the English proficiency of all participating limited English proficient children, consistent with Section 1111(b)(7) of the No Child Left Behind Act.

- If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

- Failure to comply with the General Assurances or any aspect of the *Project Application and Amendment Procedures for Federal and State Programs* (Green Book) may result in more restrictive conditions or project termination.

Terms

Applicant - A school district or other entity seeking a project award from the Florida Department of Education.

Budget - The applicant's financial plan, in terms of accounts and amounts, showing use of funds for carrying out project objectives, services, or activities as found on the budget narrative form (DOE 101) and on other budget documents required by the Florida Department of Education.
Budget Period - The interval of time into which a project period is divided for budgetary purposes.

Capital Outlay - Equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is one year or more (Sections 216.011 and 273.02, Florida Statutes).

Conflict of Interest – Must disclose in writing any potential conflict of interest in accordance with applicable federal and/or state laws or policies.

Disbursement - Payment made in cash, by check, or via other electronic means.

Data Universal Numbering System (DUNS) - Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. The federal government's Office of Management & Budget has adopted the use of the DUNS numbers (unique entity identifier), for registering with the System for Award Management (SAM). A non-federal entity is required to have a DUNS number (unique entity identifier), and registered with SAM, in order to apply for, receive, and report on a federal award.

Equipment – A material item of a non-expendable nature, such as a built-in facility, a movable or fixed unit of furniture or furnishings, an instrument or apparatus, a machine (including attachments), instructional skill-training device, or a set of small articles whose parts are replaceable or repairable, the whole retaining its identity and utility over a period of time which is characteristic for items of its class, with a useful life of more than one year.

Mandatory Disclosure – Must disclose, in a timely manner, in writing all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting the project award.

Monitoring – Actions, activities, and practices used by the Florida Department of Education to determine that funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations.

More Restrictive Conditions - Special requirements or restrictions imposed on a project recipient as a condition of project approval by the Florida Department of Education.

Obligations - The amounts for orders placed, contracts awarded, services received, or for similar transactions during the stipulated project period, which will require payment during the same or a future period.

Private, Non-profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more corporations or associations whose net earnings do not benefit and cannot lawfully benefit any private shareholder or entity.

Private, For-Profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more individuals, partnerships, corporations, or associations whose net earnings do or can benefit any private shareholder or entity.

Project - The services, activities, or program that an entity agrees to provide for a specified period of time using state or federal funds awarded to a project recipient.
Project Application - An entity's request for a project award under state or federal education

programs administered by the Florida Department of Education.

Project Award - The approval of a project application as stated in the Project Award Notification sent to project recipients that specifies the amount of funds awarded, the project period, and any special requirements or restrictions to be imposed by the Florida Department of Education.

Project Period - The length of time for which a project has been authorized/awarded.

Project Recipient - The school district, a local education agency (LEA), colleges, universities, public agency [including faith-based organizations (FBOs) and community-based organizations (CBOs)], or non-public agency that has been awarded a project to provide services or activities described in a project application approved by the Florida Department of Education.

Roll-Forward - Unobligated balances of an award or project that are allowed to be continued in subsequent funding periods.

System for Award Management (SAM) - is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for SAM. All applicants must be registered in SAM before submitting an application for federal funding and continue to maintain an active SAM registration with current information at all times during an active award. A valid "unique entity identifier" will be required when applying with SAM (see Data Universal Numbering System (DUNS) for more information regarding the "unique entity identifier"). https://www.sam.gov/portal/SAM/#1

Supplies - All personal property (excluding equipment, intangible property, and debt instruments) items of expendable nature that are consumed, worn out, or deteriorated in use or that lose their identity through fabrication or incorporation into a different or more complex unit or substance.

Explanation of Grants Management Requirements

The following section elaborates on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

Accounts and Records

The recipient shall maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project for a minimum of five years (see Section C, Fiscal and Program Accountability, Record Retention, for additional information).

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for

general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

Unless otherwise stated, all project recipients shall use the project amendment requirements and procedures described in the *Project Application and Amendment Procedures for Federal and State Programs* administered by the Florida Department of Education (Green Book), Section B, Project Amendments.

Audits

This part is applicable for all non-Federal entities as defined in 2 CFR §200, Subpart F.

1. In the event that the recipient expends $750,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200, Subpart F. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements, the recipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

3. If the recipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F, is not required. In the event that 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, 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 non-federal entities).

Audits – State-Funded Programs

This part is applicable if the project recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the project recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. 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 the Department, other state agencies, and other non-state entities.

State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements above, the project recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

3. If the project recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the project recipient's resources obtained from non-state entities).

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.

Reports to be Submitted

Copies of reporting packages for audits conducted in accordance with 2 CFR §200, Subpart F, shall be submitted, as required by 2 CFR §200.512(d), by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- The Federal Audit Clearinghouse (FAC) in 2 CFR §200, Subpart F. requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c) to FAC at: https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx

Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- Auditor General's Office
  401 Pepper Building
  111 West Madison Street
  Tallahassee, FL 32399-1450

Copies of reports or management letter(s) shall be submitted by or on behalf of the recipient directly to:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- In response to requests by a Federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR §200.512(e).

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits completed in accordance with 2 CFR §200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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.

Davis-Bacon Act, as amended (40 U.S.C. 276a et seq.)

When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the

Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the DOL in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Parts 1, 3, 5, 6, and 7.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR §§§180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment. To assure that this requirement is met, there are four options for obtaining satisfaction that subgrantees and contractors are not suspended, debarred, or disqualified. They are:

The applicant certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.

- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR §§84.200 and 84.610, the applicant certifies that it will continue to provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- Establishing, as required by 34 CFR §84.215, an ongoing drug-free awareness program to inform employees about:

    - The dangers of drug abuse in the workplace.
    - The grantee's policy of maintaining a drug-free workplace.
    - Any available drug counseling, rehabilitation, and employee assistance programs.
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- Requiring that each employee engaged in the performance of the project is given a copy of this statement.

- Notifying the employee in the statement that, as a condition of employment under the project, the employee will:

    - Abide by the terms of the statement.
    - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR §84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

    Director, Grants and Contracts Service
    U.S. Department of Education
    400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
    Washington, D.C. 20202-4571

    (Notice shall include the identification number[s] of each affected grant).

- Taking one of the following actions, as stated in 34 CFR §84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.

    - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
    - Requiring such employee to participate satisfactorily in drug abuse assistance or

rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Making a good-faith effort to maintain a drug-free workplace through implementation of requirements stated above.

DUNS Number - Data Universal Numbering System

The federal government requires organizations to provide a DUNS number (unique entity identifier), and register with the System for Award Management (SAM), as part of their grant applications and proposals. The DUNS number (unique entity identifier), is a nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number (unique entity identifier), is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.

All recipients and sub-recipients funded with federal funds must obtain a DUNS number (unique entity identifier), and register with SAM prior to applying/receiving a Project Award.

EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the granting institution must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists.)* In addition, all application packages for discretionary grants and

cooperative agreements must include the "Notice To All Applicants"(attached) that explains the requirements of Section 427.

The statute highlights **six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age**. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Applicants should be asked to state in the table of contents where this requirement is met.

Department program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the applicant to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR §75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

Gun Possession

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

- The applicant certifies that in compliance with Section 1006.13(3) (a), Florida Statutes, any student who is determined to have brought a firearm, as defined in 18 U.S.C. s. 921, to school, any school function, or on any school-sponsored transportation will be expelled, with or without continuing educational services, from the student's regular school for a period of no less than one full year, and referred to the criminal justice or juvenile justice system.

- School boards may assign the student to a disciplinary program or second-chance school for the purpose of continuing educational services during the period of expulsion.

- Superintendents may consider the one-year expulsion requirement on a case-by-case basis and request that the school board modify the requirement if determined to be in the best interest of the student and the school system.

Indirect Cost and Administrative Fees

School District - The Department has been given authority by the U. S. Department of Education to negotiate indirect cost proposals and to approve indirect cost rates for school districts. School districts are required to develop an indirect cost proposal and, if they fail to do so, they will not be allowed to recover any indirect costs. Amounts from zero to the maximum negotiated rate may be

approved for a program or project by the Department of Education's Comptroller. Indirect costs shall only apply to federal projects.

State Agencies, Local Governments, Indian Tribal Governments, Universities, Colleges and all Non-Governmental Agencies - The Department will allow state universities, state colleges, private colleges and universities, and non-governmental agencies to charge an indirect cost (administrative and/or overhead) up to eight percent or the agency's restricted rate approved by the appropriate cognizant agency, **whichever is lower**. This rate may be charged on the total direct costs disbursed less the amounts of subcontracts in excess of $25,000, stipends, tuition and related fees, and items of equipment, alterations, renovations, and flow-through funds ("pass through" to another entity) on projects issued by the Department. This rate is intended to be all-inclusive of typical administrative and overhead costs, including but not limited to, rental of office space, bookkeeping and accounting services, and utilities. In the alternative, the Department will approve an indirect cost rate of eight percent plus the direct charges for typical administrative and overhead costs such as office space rental when such costs can be directly and appropriately allocated to the program. To recover indirect costs above eight percent, agencies other than school districts must furnish to the DOE's Comptroller's Office a copy of their current negotiated restricted indirect cost plan that has been approved by the appropriate cognizant agency. Amounts from eight percent to the maximum negotiated rate may be approved for a program or project by the Department's Comptroller. For agencies that may have indirect cost in excess of the eight percent limit may not charge directly, use to satisfy matching or cost sharing requirements, or charge to another federal award. Indirect costs shall only apply to federal projects.

Restrictions on Funds for Administration

Restrictions on the amount or percentage that can be charged to a project's administration (which includes indirect cost) will be reflected in the RFP or RFA and/or in the approved Project Award notification or amendment, where applicable.

Administrative Fee for Non-Federal Funds

An administrative fee may be approved by the Department for non-federal projects not to exceed five percent of the total cost of the project.

Interest Income

Based on Section 216.181(16) (b), Florida Statutes, and 2 CFR Part §200.305 (9), project/grant recipients shall remit on an annual basis all interest earned on cash advanced by the Department.

Lobbying

In accordance with Section 216.347, Florida Statutes, the disbursement of grants and aids appropriations for lobbying is prohibited. The Department may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes.

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined in 34 CFR §§82.105 and 82.110, the applicant certifies that:

- No federally 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- If any funds other than federally 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 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, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR §200, Subpart F, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. By entering into this agreement (Project/Grant), the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department 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 or Auditor General.

More Restrictive Conditions

Project recipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions. (See Section G, Conditions for the Approval of Project Applications and Project Amendments, or the Termination of a Project for additional information.)

Obligations by Project Recipients

Obligations will be considered to have been incurred by project recipients on the basis of

documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used.

Ownership of Products—Intellectual Property

The ownership of products resulting from a project, which are subject to intellectual property rights, shall remain with the Department unless such ownership is explicitly waived. The following terms and conditions apply to all grants and project recipients, unless explicitly waived:

- With respect to all products created by the grantee for this project, said materials will be the property of the Department.

- To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 U.S.C.S. 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the contractor shall assign and convey to the Department all right, title, and interest in the product or material and require its employees and subcontractors to do the same.

- The grantee agrees that its employees will not assert any ownership of the product produced under the project. The grantee shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Department's rights.

- Any claim by the grantee of ownership of pre-existing copyrights should be explicitly stated in the project documentation.

- The grantee agrees that if it hires any third party to perform any work on the project, the work shall be on a "work for hire" basis and shall not in any way infringe upon the Department's ownership of the product.

- The grantee agrees not to convey any rights in the product to a third party.

- If the grantee hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the grantee and the Department the non-exclusive license to use the product.

- A licensing agreement or other agreement regarding the use of intellectual property developed under the project may be developed between the Department and grantee in order to further the use of the products in the educational community.

Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute,

regulations, and guidance documents.

Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy both the Department's requirements and the specific requirements of 2 CFR §200.430, and will be based on payrolls documented in accordance with generally accepted practices of the local educational agency (LEA) and approved by a responsible official(s) of the LEA.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- Reflect an after-the-fact distribution of the actual activity of each employee
- Account for the total activity for which each employee is compensated
- Prepared at least monthly and must coincide with one or more pay periods
- Signed and dated by the employee

The U.S. Department of Education has approved for use in Florida a substitute system for allocating salaries to federal projects. As part of this substitute system, the Personnel Activity Reporting System (PARS) may be implemented by school districts so long as it is implemented in accordance with the Department's approved substitute system. This document is available upon request from the Department's Bureau of Contracts, Grants, and Procurement Management Services. When school districts choose to use the substitute system, no variations are allowed without specific written authorization from the Department. School districts choosing not to use the approved substitute system must implement a system that meets all of the requirements of both the Department and 2 CFR §200.430. School districts choosing to use the Department's substitute system must furnish to DOE's Comptroller's Office the district's policies and procedures, which specify the reporting months, as well as the actual time reporting instrument for approval. For each district given authorization to adopt a substitute system, a written approval/agreement will be in effect for the duration of the district's participation in the substitute system or until such time as the requirements change for the Department.

Note: This does not authorize school districts to consolidate administrative funds except as otherwise stated in the project award notification or to use "teams" as a basis for allocating personnel

cost. These methods apply only to the Department.

Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the Department and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

For state programs, funds shall be obligated no earlier than the effective date of the legislative appropriation, usually July 1.

All Project Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the project recipient.

Property

Property purchased, in whole or in part, with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules, and regulations, as follows.

Disposition of Equipment - Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005, Florida Administrative Code, when original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

- Items of equipment with an acquisition cost of less than $1,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency. Income received from these sales will not be reported to the Department.

- Items of equipment with an acquisition cost in excess of $1,000 and a useful life of one year or more may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

- In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and disposition actions.

The Department's policy concerning proceeds received from the sale of property with a current per unit fair market value of $1,000 through $5,000 is the net amount received from such sales will remain at the sub-grantee level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's project in which the sale occurred. It should then be reported on line 11 of the Project Disbursement Report (form DOE 399, DOE 499, or DOE 599) as a total for the fiscal year in which the sale(s) occurred. This identification of income is necessary to meet reporting requirements of the United States Department of Education. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. Income from the sale of this type of property should be recorded in the agency's special revenue account as other

income and identified as such for the federal cash advance reconciliation at the end of each fiscal year. If the agency is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Department to be forwarded to the United States Department of Education.[1] Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of $5,000, must be processed in accordance with 2 CFR §200.313(e)(2), with the assistance and written approval of the Department.

Disposition of Real Property - Disposition of real property will be handled on an individual basis. The local educational agency will also coordinate real property dispositions with the program coordinator responsible for the particular project or program from which the real property was purchased. Property purchased entirely with state funds shall meet the minimum requirements of the Auditor General as defined in the County and District Tangible Personal Property publication in addition to local procedures. (See Section F, Program Income, Interest Income, and the Disposition of Equipment, for additional information.)[2]

Inventory of Property – All project recipients must ensure that a complete physical inventory of all property is taken at least once each fiscal year. Chapter 69I-72.006, Florida Administrative Code.

Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, school districts and other local education agencies must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools.

Purchasing

All recipients and subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR §§200.317 – 200.326.

Reporting Requirements—Financial Disbursements

Federal project recipients on cash advance are required to report disbursements using the Cash Advance and Reporting of Disbursements System (CARDS)[3] and by submitting a Project Budget Summary and Disbursement Report (DOE 399, DOE 499, or DOE 599) annually for each active project. These reports must be received in the DOE's Comptroller's Office by the 20th of the month succeeding the final month in which the disbursements were made. Failure to submit these reports in a timely manner may result in a decrease or delay in the monthly cash advance or loss of funds. Other federal project recipients are required to report in accordance with instructions stated in the Project Award Notification. State project recipients shall submit reports as required by the Department. Audit reports shall be sent in accordance with Section 215.97, Florida Statutes, to:

[1] Upon termination of a project, and at the discretion of the Department, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Department and all necessary actions to transfer the ownership records of the equipment/property to the Department or its designee, will be taken.
[2] Ibid
[3] CARDS Cash Advance and Reporting of Disbursements System), is scheduled to be replaced with FLAGS (FLA Grants System). When replaced, all references to CARDS will be FLAGS.

Florida Department of Education
Bureau of Contracts, Grants, and Procurement Management Services
344 Turlington Building
325 W. Gaines Street
Tallahassee, FL 32399-0400

Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal and state laws, rules, and regulations. Federal regulation 2 CFR §200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all ligation, claims, or audit findings involving the records have been resolved and final action taken.

In Florida, the General Records Schedule GS1-SL for State and Local Government Agencies (available at http://dos.myflorida.com/library-archives/records-management/general-records-schedules/) includes the following requirements related to grant files for recipients:

> This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five years after the completion of the project provided applicable audits have been released.

Access to records of the grantee and subgrantees and the expiration of the right of access is found at 2 CFR §200.336 (a) (c), which states:

> (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, including but not limited to the, Florida Department of Education, Florida Department of Financial Services, and the Auditor General of the State of Florida, must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
>
> (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Single Audit Act

- If a recipient expends **state** financial assistance equal to or in excess of $500,000 in a fiscal year,

that recipient is subject to the requirements of the Florida Single Audit Act (see Resources).

- If the recipient expends **federal** financial assistance equal to or in excess of $750,000 in a fiscal year, the recipient is subject to the requirements of the Federal Single Audit Act.

Projects/Grants awarded by the Florida Department of Education to subrecipients will be subject to audits and/or monitoring by the Department.

Supplement, Not Supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of nonfederal funds that would be available in the absence of federal funds, and in no case to replace these nonfederal funds.

The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

> When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Travel

All travel performed in connection with approved project activities must be in compliance with the current Section 112.061, Florida Statutes, which covers per diem allowance and travel expenses. The Florida Department of Education's Travel Manual is available at: http://www.fldoe.org/core/fileparse.php/5625/urlt/0076987-travelmanual.pdf .

Section 112.061(14), Florida Statutes, Applicability to Counties, County Officers, District School Boards, Special Districts, and Metropolitan Planning Organizations, establishes statutory authority allowing specified entities to establish travel reimbursement rates other than those established by Section 112.061(6)(a), (6)(b), and (7)(d), Florida Statutes. Each entity must comply in accordance with the statute, and include with the project application a copy of the applicable document, e.g., ordinance, resolution, policy, or rule, and have a detailed description on the project budget form.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Uniform Grants Guidance or UGG (2 CFR Part 200), went into effect on December 26, 2014, which consolidated previous requirements from OMB Circulars A-21, A-87, A-89, A-102, and A-110, A-122, A-133 into a uniform set of rules.. The focus for the change, from the Office of

Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These regulations are required for all federally funded projects/programs.

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

FLORIDA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

25B036

2024-25 21st CCLC Subrecipient Assurances

The subrecipient agrees to the program requirements and expectations for the implementation of the 21st CCLC program as outlined in the Request for Proposals (RFP) and the assurances below. Each assurance must be initialed by the Agency Head. The final page must be signed by the agency head.

Program Operations

The 21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier. (___)

Academic Focus

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students. (___)

Evidence-based Research

Program activities will be implemented based on evidence-based practices using the levels of evidence in the Every Student Succeeds Act. Activities must be based in evidence that shows that the students will meet challenging State academic standards. (___)

Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Subrecipients must also coordinate Federal, State, and local programs to make the most effective use of resources. (___)

Facilities

Program facilities will be as available and accessible to participants as the students' local school. The facilities have sufficient resources to provide all proposed and required activities. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP, Florida Statutes and Florida Administrative Code. (___)

Supplemental Meals

Students will be provided nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. A supplemental snack will be offered to each student, each day. A meal will be offered to each student when the program exceeds four hours of operation each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students will **not** be charged for costs associated with supplemental snacks/meals. (___)

Students with Special Needs

Students with special needs will be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated. ( )

Collaboration with Schools

The program was developed and will be implemented in active collaboration with the schools attended by participating students and the community. ( )

Community Awareness

The subrecipient gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission. ( )

Property

Property acquired with 21st CCLC funds will remain within the appropriate facility for continued use in the 21st CCLC program until the funding period has expired. If the 21st CCLC program no longer exists at the end of the program period, all equipment will be distributed to another federal program. ( )

Records Retention

The subrecipient will retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program or until such time as all pending reviews or audits have been completed and resolved. ( )

Monitoring and Evaluation Activities

The subrecipient will fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the Florida Department of Education (FDOE) and/or authorized representatives. The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the United States Education Department (USED). ( )

Student Safety

The subrecipient will ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other

emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards. (JW)

Suspension of the Grant

The department may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement. (JW)

Financial Consequences

If the subrecipient fails to meet and comply with the activities established in the approved application or make appropriate progress on the activities, and they are not resolved within two weeks of notification, the department will (1) approve a reduced payment, (2) request the applicant redo the work, if possible and/or (3) terminate the project. Activities subject to financial consequences include failure to meet student attendance targets, operate the program as indicated in the program schedule, report programmatic data, submit deliverables or meet the performance goals of the program. (JW)

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency will comply with program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the RFP.

Agency Name *School District of Manatee County*

Agency Head or Authorized Agency Representative [signature]

Signature

Dr. Jason Wysong

Printed name

Title **Superintendent**

Date 04/26/2024

Phone No. **941-708-8770**

Email **wysongj@manateeschools.net**

Assurance of Providing Equitable Services for Private Schools (Private School Participation)

21st CCLC programs are required to provide equitable services to eligible private school students, teachers and other education personnel. Applicants must assure that the agency has and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education service areas. 21st CCLC programs must, at a minimum, consult with officials from those private schools located in the specific geographic area(s) served by program site(s).

In accordance with 34 C.F.R. Part 76.656, provide the following information in reference to consultation and participation of eligible private schools in Title IV, Part B, 21st CCLC:

(a) A description of how the applicant will meet the federal requirements for participation of students enrolled in private schools.

The district conducts an annual Private Schools Meeting each November. This is an ongoing consultation and communication with private schools to identify needs and qualifying students. Private schools may choose to opt out of services at anytime during the process. Communications with private schools not opting out occur twice per year and may be conducted in person and/or via email, phone calls or certified letters.

(b) The number of students enrolled in private schools who have been identified as eligible to benefits under the program.

At this time no private school students have been identified for services. Through ongoing consultation, students may be identified, and appropriate services offered.

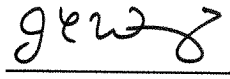
(c) The places and times that the students will receive benefits under the program.

If students are identified as eligible, they will receive services through the School District of Manatee County's 21st CCLC grants. Services will be provided at the targeted schools on the dates, days and times outlined in the site profile worksheets.

(d) The differences, if any, between the program benefits the applicant will provide to public and private school students, and the reasons for the differences.

There will be no differences in the services and benefits provided to public and private school students. All students regardless of the school in which they attend will receive the same level of services including days of operation, hours of operation, and activities.

☐ Check this box if there are NO private schools located within the geographic area(s) of the site(s) where the 21st CCLC program is located.

Agency Name	School District of Manatee County
Agency Head or Authorized Agency Representative	 Signature Dr. Jason Wysong Printed name
Title	**Superintendent**
Date	04/26/2024
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

2022-2023 Scope of Work
Agency Name: Manatee County School District
Project Number: 410-2443B-3C001
Program Name: Manatee Elementary; Palmetto Elementary

Section 1: Project Abstract/Summary

The School District of Manatee County (SDMC) operates the Elementary School Grant at Manatee Elementary, 1609 6th Avenue East, Bradenton, FL 34208 a Community Learning Center. Eighty Kindergarten-5th grade students are provided programming during the school year from 3:15PM-5:45PM, Monday-Friday beginning August 10, 2022 - May 19,2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology, engineering and math (STEM); healthy and active lifestyles; well-rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

The School District of Manatee County (SDMC) operates the Elementary School Grant at Palmetto Elementary, located at 1540 10th Street West, Palmetto, FL 34221 a Community Learning Center. Eighty Kindergarten-5th grade students are provided programming during the school year from 3:15PM-5:45PM, Monday-Friday beginning August 10, 2022 - May 19, 2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology, engineering and math (STEM); healthy and active lifestyles; well-rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

We believe that having a successful program means tying family and community involvement in schools to positive student's outcomes. Manatee and Palmetto Elementary Schools plan to increase parent involvement through family events and workshops. Five (5) events will be designed to help family members improve their involvement in their child's education. Workshop dates and information will be disseminated via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish. Participation will be monitored through sign-in sheets. Events will last approximately one hour and will provide parents with information designed to help them assist their child with educational activities at home including reading strategies, math skills and simple STEM activities. In addition, community partners will help to provide valuable and educational workshops/events for the adult family members offered in the late afternoon/early evening. As more 21st CCLC families become involved, the expectation is there will be an improvement in student academic performance.

Section 2: Site Level Funding
See attached Funding Request Guide

Section 3: Applicant Capacity

	Number of Years	Dates of Operation
21st CCLC	10+	2001 - Present
Federal Funding	10+	1965 - Present
Other Types	10+	1980 - Present

EXPERIENCE WITH EXTENDED LEARNING PROGRAMS: The School District of Manatee County (SDMC) has substantial experience in efficiently operating effective and impactful extended learning programs for over 20 years. The District offers out-of-school programming and extended learning programs throughout public schools and public charter schools in Manatee County. With over 50,000 students attending SDMC public schools, a significant effort has been made to focus on the support and improvement of out-of-school programs in Manatee County.

The District's Extended Day Enrichment Program (EDEP) operates before and after school programming in 27 elementary schools during the school year. EDEP offers daily academic enrichment along with fun and engaging activities for students. In addition, the District operated a successful Supplemental Educational Services (SES) program from 2005 through 2013. SDMC was only one of five districts in Florida running the program as a district-based SES provider program. More than 600 students were tutored each year and on average, 89% achieved learning gains over the program's tenure.

EXPERIENCE USING FEDERAL FUNDING: As noted above, the School District of Manatee County (SDMC) has tremendous experience in obtaining, overseeing, and managing federal funds, with substantial federal funding used specifically to support Extended Learning Program. In addition to centralized support of out-of-school programs, the District has also received federal, state and local funds to help provide out-of-school programs with limited burden on the families and students. More specifically, the SDMC Department of Federal Programs oversees millions in annual funding specific to offering expanded learning opportunities to students in Title 1 schools (e.g., after school tutoring, summer programming and Saturday school). Over the past 8 years, Title III funds have been used each year to tutor English Language Learners (ELL) during the extended learning time. Further, federal funds are used to host summer program camps for middle school students and elementary school students at Title 1 schools. The SDMC Exceptional Student Education Department also offers expanding learning opportunities for students with special needs through tutoring and extending the school year during summer months. The Adult, Career and Technical Education Department has raised over 75 million in funds over the past 18 years and oversees many local, state and federal programs. Grants include School Transformation, Perkins and Small Learning Communities. The SDMC School Improvement Department has utilized grant funds in Title 1 schools to extend the regular school day, provide after school tutoring and professional development for teachers and staff. In total, during the 2021-2022 school year, SDMC has overseen $134.4 million in federal funding to support students during the regular day and through extended learning opportunities. Additionally, SDMC has received funding to support extended learning opportunities from a variety of local foundations, associations and corporations - including the Manatee Education Foundation, Dollar General, Verizon, AAA, the Laura Bush Library Grant, and VW Foundation.

These grants and donations help provided smaller awards to individual schools and teachers.

EXPERIENCE WITH 21ST CCLC PROGRAMMING: SDMC has operated 21st CCLC programs for over 20 years and received more than $12 million across 9 grants to serve K-12 students in 19 schools. Manatee and Palmetto Elementary schools have been successful implementing the program for students over the past five years. Based on standardized testing data from 2018-2019 summative reports, regularly participating students attending the 21st CCLC program had a 42% increase in academic achievement level in reading and 59% increase in math. Additionally, reading and math quarter grades increased with 62% of students meeting reading proficiency and 63% meeting math proficiency. This program is vital to the community. 21st CCLC has provided parents a safe and secure place for their child to receive support for academics and enrichment activities. Students benefit from more time in the classroom and receiving homework help from certified teachers. Teachers and staff have stated students who attend the 21st CCLC program attend school more regularly, complete their homework effectively and have better behavior. SDMC has implemented the proposed 21st CCLC services over the years to meet federal, state and district requirements.

The 21st CCLC Elementary School Grant will be housed within the district's Curriculum Department and its Extended Day Enrichment Program (EDEP) that provides programming during non-school hours to 27 public schools. With this placement, the district will be able to leverage the experience, resources and staff of EDEP including an experienced Program Director with over 20 years facilitating 21st CCLC programs.

Manatee and Palmetto Elementary Schools will be managed by a full-time Site Coordinator ready for immediate implementation providing strong site leadership. In addition, each site will have a 21st CCLC Program Team comprised of representatives from the school district, community, School Administrator, Teacher, Parent and/or Student.

PROGRAM ADMINISTRATION AND FISCAL MANAGEMENT: The District is committed to a high level of transparency with regard to processes, practices and investments. School level expenditures are made public by school. Providing full disclosure of all relevant fiscal information in a timely and systematic manner, www.manateeschools.net is used as the vehicle to publish the documents. All matters of the budget are approved by the School Board, comprised of five elected officials. The Board has no vested financial interest in program operations.

PROGRAM EVALUATIONS: To appropriately track and encumber obligated expenditures, function and object codes will be set using the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Program funds, records and budgetary expenses will be housed, tracked and reconciled by the program bookkeeper located at the district's Professional Support Center. All actions will be approved by the Program Director, Curriculum Director and the school district's Finance Department. The District has extensive experience collecting, maintaining, analyzing and reporting accurate program evaluation data. Processes include ongoing professional development, FOCUS student information system that tracks all student data and oversight from the school district's Research and Assessment Department.

PROGRAM IMPLEMENTATION: SDMC has experience in providing a broad range of services. These services are in line with the 21st CCLC program goals, objectives, and approved activities from standards-based education to nationally awarded STEM programming to research-based curricula within 48 traditional school sites as well as alternative sites. The Elementary School Grant has the support of parents, the community and District to ensure the program is implemented with fidelity.

Section 4. Building Your Program Team

PROGRAM TEAM: The School District of Manatee County worked with district administrators; school administrators and staff; community partners and parents to develop a strong

Program Team with the ability to inform the proposal, support the implementation of the grant, and provide ongoing insight into the continuous improvement of the 21st CCLC grant. As part of the proposal development process, the Program Team became an integral part of identifying needs, determining ideal operational considerations, and informing the best activities meet the needs of all stakeholders. The Program Team is composed of stakeholder representatives that are fully capable of speaking on behalf of their fellow stakeholders (e.g. teachers, community-connected parent, high-level school administrators, district level contact and secondary institution representative).

PROGRAM TEAM MEMBERSHIP: The Program Team member selection was a critical task to ensure the most knowledgeable individuals were included to help design the 21st CCLC proposal and the associated activities. All individuals on the Program Team have provided letters of commitment to continue serving on the Program Team for the duration of the four year grant. It is anticipated that the Program Team will grow in future years, as additional individuals are identified that would help improve the 21st CCLC program and the services to students and families (e.g. new teachers, new parents, new students in the school, etc.). Ultimately, the Elementary School Grant's Program Team includes team members who collaborated, contributed and provided their expertise in the development of the application.

The team members for Manatee Elementary School are:
Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Lourdes Gonzalez - Principal (School Administrator)
Natalie Jadid - Assistant Principal (School Administrator)
Renita Houston - Community Member
Vanessa Goldsmith - Parent of Student at Manatee Elementary School
Maria Cuffaro - Teacher at Manatee Elementary School
Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming.
Lourdes Gonzalez, Principal at Manatee Elementary School brings over 25 years of experience in schools as a Teacher, School Administrator and District Administrator. She brings a wealth of knowledge regarding supplemental services outside of the regular school day.
Natalie Jadid, Assistant Principal has experience as a Teacher and School Administrator including after school programs.
Renita Houston serves as the community representative bringing relevant information about community partnerships and support services.
Vanessa Goldsmith is the parent representative and serves as the voice of family members and their needs.
Maria Cuffaro serves as the Reading Coach for Manatee Elementary. Her knowledge of student achievement adds value to the program team.
Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years experience, Carol's expertise will support a smooth transition between secondary and postsecondary institutions.
Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired and will be a permanent member of the Program Team.

The team members for Palmetto Elementary are:
Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Billie-Jo Tyne-Fintel - Principal (School Administrator)
Steve Goudy - Community Member
Andrea Padron - Parent of Student at Palmetto Elementary School
Alana Monestime - Teacher at Palmetto Elementary School

Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming.
Billie-Jo Tyne-Fintel, Principal at Palmetto Elementary School brings many years of experience in education as an administrator and a teacher. In addition, Mrs. Tyne-Fintel has 21st CCLC program experience as an administrator.
Steve Goudy and Andrea Padron serve as the community andparent members bringing relevant information about community and family needs.
Alana Monestime serves as a 2nd grade teacher at Palmetto Elementary.
Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years experience, Carol's expertise will support a smooth transition between secondary and post-secondary institutions.
Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired as a permanent member of the Program Team.

PROGRAM TEAM TASKS: The Program Team from each school was involved in all stages of the application process. The Teams met on several separate occasions to assess program needs, evaluate community and school resources, identify program operations and any gaps in services that could be addressed by a 21st CCLC program, and develop and select activities for inclusion in the final 21st CCLC proposal. Quarterly meetings will be held throughout each project year to ensure activities are implemented with fidelity, while also ensuring progress towards proposed outcomes and operations. The Program Team will work together to plan, revise and modify program activities to ensure the quality of the continuous improvement process, including engagement of all stakeholders and plans for sustainability.

Manatee and Palmetto Elementary Schools have secured partnerships with University of Florida/IFAS Extension, Van Wezel, The Bishop Museum of Science and Nature, Manatee Technical College, Manatee Education Foundation, Extended Day Enrichment Program (EDEP), Soar in 4/Florida Grade Level Reading Campaign and Adult, Career and Technical Education (ACT) department.

Manatee Elementary School is a Community Partnership School who has several partners committed to provide services and funding to the school over the next 25 years. These partners have agreed to support al aspects of the school including the regular school day as well as other programs such as 21st CCLC. The community partnership organizations are:
- Children's Home Society of Florida
- Boys & Girls Clubs of Manatee County
- MCR Health
- School District of Manatee County
- University of South Florida

Additionally, Manatee Elementary has two partners specifically committed to the 21st CCLC program. Partners include:
- Sarasota Alumni Chapter - Kappa Alpha Psi, Fraternity, Inc. – will provide guest speakers for 21st CCLC students and/or their families through their Speakers Bureau.
- Roger's Community Methodist Church – will provide donations to the program as well as volunteers, retired educators and skilled professionals, to work with students in varying capacities.

Palmetto Elementary School's 21st CCLC partners, have pledged to provide goods, services and/or donations to enhance the curriculum and development of the students' learning:
- Church of Hope – will provide volunteers to work with small groups and individual students and donations of goods such as backpacks and school supplies. They also provide holiday

meals for families in need as well as Christmas gifts for identified families.
• Pelican Snoballs – will provide support through goods and services for 21st CCLC Family Literacy Events and student incentives.
• Tequila's Restaurant – will provide support through donations including food for family events and special student activities.
Each school will continue to seek additional partners who can provide monetary donations, goods and services, resources and volunteers. In addition, the district will continue to secure an agreement with National School Lunch Program to provide a daily nutritious snack during the after school component.

Section 5: Engaging Stakeholders

IDENTIFIED STAKEHOLDERS: Stakeholders are partners in the development, implementation and continuous improvement of the learning community center. The engagement of stakeholders has several explicit purposes; (1) identify the needs of the students, families, schools and communities; (2) identify current gaps in programming and services where funding could best be applied to support students and families; and (3) identify specific activities and subject areas that best support and address the identified needs and gaps. The process of identifying and engaging stakeholders in the planning and design of the program helped inform the final grant proposal. With feedback from each stakeholder group, the program has been thoughtfully designed to meet the needs of students and their adult family members. The program is site-specific, age-appropriate and designed for each school's unique environment. The Program Teams determined the most valuable stakeholders to engage through the 21st CCLC were:
(1) Reading and Math Teachers - School day teachers are crucial to the development and continued success of the community learning center. 21st CCLC will play a vital role in supporting student learning of the new B.E.S.T. (Benchmarks for Excellence Student Thinking) standards and provide activities to compliment core academic programs. Program teachers and staff will regularly communicate with school day teachers in order to align lessons with day-to-day classroom instruction. This communication will occur at least weekly through emails, phone calls and meetings. Topics of discussion will include student attendance, behavior and academic needs. Feedback will be used to revise activities in order to better support what students are learning and/or identify areas needing additional support. With the support of these regular day teachers, the Program Teams believe students attending the program will have a better chance of meaningful change that will be reflected in their academic performance and during teacher observations.
(2) Adult Family Members - Parents, guardians and caregivers are key for successfully implementing and sustaining effective programming. Through parental support and involvement, students will be more successful at school and home. At least 5 parent engagement events will be provided for parents through the 21st CCLC Grant throughout the program year. Events will promote the importance of parents supporting their child's education through strategies for helping with homework and independent reading and math skills. Participating parents will complete a survey after each event to provide feedback on areas of program improvement and additional needs. A portion of each event will be used to discuss and share ideas pertaining to program enhancement. The Program Teams noted that parent engagement is a struggle across the targeted population; however, services under the 21st CCLC grant will give them the tools to improve and understand the educational process.
(3) Students - The Program Teams noted the importance of engaging students in the process as they are essential to 21st CCLC program success. Just having students attend the program is not as powerful as ensuring they have a voice. Surveying students gives them that voice and allows participation in the program design. Throughout the program year, students will be surveyed to gain valuable feedback on future programming.
(4) Community Partners - The District has established strong partnerships within this grant proposal. Community members will consist of nearby retirement communities, businesses, local organizations and established partners. The community supports the school district's 21st CCLC Elementary School Grant as a way to close the gap in services for the county's most at-risk children. The Program Teams will meet at least quarterly with community stakeholders to discuss specific topics in areas of need and support for students. Meetings will provide feedback for future program planning and sustainability.

During the design process, the Program Teams meaningfully surveyed teachers, parents, students and potential partners to identify what is needed in a community learning center. SurveyMonkey was used to create, collect and analyze survey results. Paper surveys were available to stakeholders without access to a computer. The Know Your Schools Portal indicates Manatee Elementary has 39 teachers and 563 students. Data was collected from 30% of teachers, 14% of students, 18% of parents and 3 partners. In addition, the portal indicates Palmetto Elementary has 40 teachers and 593 students. Data was collected from 32% of teachers, 10% of students, 11% of parents and 4 partners.
Ongoing collaboration throughout the grant will ensure the community learning center continues to meet the needs of all stakeholders.

Section 6: Assessing Program Needs

NEEDS ASSESSMENT: The School District of Manatee County serves 50,953 students with 50.1% receiving free/or reduced lunch. More than half of the student body is of a minority race 52.6% with 33.1% of Hispanic/Latino origin and 13.7% Black. A needs assessment was critical in formulating an in depth understanding of Manatee and Palmetto Elementary School's needs. The data was gathered from several sources including the Florida Department of Education, Manatee and Palmetto Elementary Schools' Improvement Plans, Know Your Schools Portal, district assessment data, and stakeholders.
MANATEE ELEMENTARY SCHOOL: Manatee Elementary School serves 563 students in kindergarten through 5th grade. The school located in Bradenton, sits along busy State Road 64 – a gateway to downtown Bradenton – that is manned by a crossing guard during the school year. Students are mostly walkers and car riders. The surrounding area consists of established neighborhoods, rentals properties, low-income housing, Tropicana factory and nearby trauma center Manatee Memorial Hospital. Based on the Community Eligibility Program, an alternative approach for offering school meals to local schools based on former free and reduced student numbers, 100% of students receive free lunch.

ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: In 2018-2019, Manatee increased their school letter grade from a "D" to a "B". Data prior to the 2018-2019 school year showed a downward trend in ELA overall proficiency and learning gains, and very little improvement in Math proficiency. Many resources and support were put into place including the implementation of 21st CCLC. The challenges of COVID-19 and learning loss were evident. In 2020-2021 school grade data showed Manatee dropping from an B to a D, however, the state did not require schools and districts to take their grade.

There is a significant decrease in proficiency when comparing higher performing 3rd-5th grade students with lowest quartile students in both ELA/Reading and Math content areas. In 2018-2019, overall ELA learning gains was 57 %, decreasing to 28% in 2020-2021. The lowest quartile students in ELA was 63% in 2018-2019, decreasing to 52% in 2020 -2021. The overall math learning gains in 2018 was 74%, decreasing to 51% in 2020-2021. The lowest quartile students in Math was 62%, decreasing to 50% in 2020-2021. All content areas ELA/Reading, Math, and Science decreased proficiency.

All subgroup areas have decreased proficiency and there was a significant difference in the number of students who made learning gains compared to last year and those who did not. ESE and ESOL subgroups decreased both proficiency and in learning gains in all content areas. When comparing 2020-2021 FSA and progress monitoring data with 2018-2019 school grade data, all areas decreased which raises a concern in every component, including a focus on subgroups. All subgroups, excluding white which was 45%, fell below the 41% state requirement in 2020-2021. Data is as follows: SWD: 10%; ELL: 21%; Black/African American: 16%; and Hispanic: 23%.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: There is a critical need to provide students with more opportunities for standards-based academic tutoring and enrichment. Added enrichment could further advance the success of lower performing students. *In 2021-2022, Manatee Elementary was able to use after-school programs - Boys and Girls Club and 21st* Century - as an additional layer of instruction. Students were placed in grade level groups and provided opportunities to accelerate or remediate their learning. Teachers were provided professional learning opportunities to enhance their knowledge with high

yield instructional practices. They provided supplemental support to the core instruction (i.e. build background, increase vocabulary, make input comprehensible, reinforce concepts, & build conceptual understanding) in order to increase proficiency and provide remediation and additional support for Tier 2 and Tier 3 instruction. In addition, the District ESOL department provided POP-UP professional learning opportunities to support our teachers with additional strategies to support ELL students. Instructional strategies for building student capacity for comprehension was built into every Professional Learning Community meeting. Manatee Elementary School's Community Partnership is instrumental with supporting the needs of our families. They worked with us to inform parents about ways to support their children as they transition to the next grade level. As a team we provided learning opportunities to help the parents understand their child's curriculum and assessment requirements, as well as how to use technology. The partnership provides classes to support parents with learning English, mentors to work with students and ongoing support to enhance the student experiences. They also offer social and emotional learning resources for our students and community.

Ongoing contributing factors that have affected the success of Manatee Elementary students include:
1. Low proficiency in reading comprehension requires 2 interventionists who provide Tier 2 and Tier 3 interventions.
2. Consistent teacher turnover which impacts opportunities to build capacity of teachers and staff to support students in our diverse population.
3. Poor attendance and students arriving late to school continues to be a problem.
Manatee's Graduation Enhancement Tech works with families to improve school attendance, reduce tardies and help meet other student needs.

SCHOOL BENCHMARK DATA: 2021-2022 1st & 2nd quarter data for grade levels, ELL, Students with Disabilities (SWD), and other Subgroups shows as follows:
ELA/Reading:
• 3rd grade ELA proficiency: Q1- 36% ; Q2- 25%
• 4th grade ELA proficiency: Q1- 24%; Q2- 28%
• 5th grade ELA proficiency: Q1- 18% ; Q2- 24%
Math:
• 3rd grade MATH proficiency: Q1 39 %; Q2- 28%
• 4th grade MATH proficiency: Q1 39% ; Q2- 31%
• 5th grade MATH proficiency: Q1 43%; Q2- 29%
Science:
• 5th grade Science proficiency: Q1-14% ; Q2-18%
ELL students: (Based on the Quarter 2 Benchmark Test)
• ELA achievement: 29; Learning Gains 44; L25 students 67
• Math Achievement: 33; Learning Gains 43; L25 students 80
• Science Achievement: 26
Students with Disabilities: (Based on the Quarter 2 Benchmark Test)
• ELA Achievement: 10; Learning Gains: 44; L25 students: 60
• Math Achievement: 9; Learning Gains: 50; L25 students 68
• Science Achievement: 0
ACCESS for ELL: Data from the annual summative English language proficiency assessments over the last two years show a significant decrease in Overall Proficiency Rating and a large increase in the number of ELLs receiving services.
• 2018-2019: 30% overall proficiency rating
• 2020-2021: 12% overall proficiency rating
3RD GRADE RETENTION: In 2020-21, Manatee retained 22 third grade students and has 2 Academy classrooms which are both staffed with a full time Reading endorsed teacher and full time paraprofessional. Benchmark data results are:
• ELA: Q1- 9% proficiency; Q2- 14% proficiency
• Math: Q1- 9% proficiency; Q2- 27% proficiency
Learning Gains Q1:

- ELA Overall Learning Gains: 90% L25 LG: 100%
- Math Overall Learning Gains: 90% L25 LG: 86%

Learning Gains Q2:

- ELA Overall Learning Gains: 85.5% L25 LG: 94%
- Math Overall Learning Gains: 93% L25 LG: 90%

DISCIPLINE AND ATTENDANCE: Over the last two years, most discipline referrals were written for aggression and disruption. In 2021-2022, 221 referrals were written in Quarter 1 and 344 referrals were written in Q2. Many of the referrals were for repeat offenders that were being addressed on a case-by-case basis.

Attendance is an ongoing challenge for Manatee Elementary. As of January 2022, 68% of 3rd – 5th grade students were missing 10% or more of the school year. This early warning signal was addressed. The Graduate Enhancement Technician employed at Manatee Elementary worked with the Student Services Department to focus on improving attendance and reducing tardies through incentives and monitoring policies for daily and weekly tracking of students at all three Tier support levels.
Physical Fitness: As included in the Florida Department of Health in Manatee County's "Annual Report," it's recognized "adult and childhood obesity are influenced by healthy eating and physical activity habits." The report goes on to state that the level of physical activity, particularly among children, depends on the availability of "physical activity opportunities." Communities and schools need to offer these opportunities to increase physical activity. This contributes to the overall health and attitude of our students.

STAKEHOLDER SURVEYS: Data was collected from 30% of teachers, 14% of students, 18% of parents and 3 partners from Manatee Elementary. 99% of teachers surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. TEACHERS identified the following three areas as the greatest need: reading at grade level, understanding math concepts and behaving in class. They feel structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community. STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in the area of homework, math and reading. Over 95% of PARENTS surveyed stated their children needed after school programming, however, 100% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day. Three potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers, and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support, and enrichment opportunities.

PALMETTO ELEMENTARY SCHOOL: Palmetto Elementary School serves 593 students in kindergarten through 5th grade. Located in the city of Palmetto, most of the students live within a two-mile radius and walk to school. The area is a leader in the agriculture industry with major growers such as Taylor and Fulton Packing House. The attending families consist of immigrant farmers or factory workers who live in migrant housing camps or manufactured homes.

ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: Since the 2016-2017 school year, Palmetto has maintained a school grade of a C. Historical data reveals that ELA achievement continues to be the area of greatest need for students at Palmetto Elementary School, while math proficiency remains a relative strength. The need for improvement in ELA Achievement is directly tied to a trend across grades K-3 in which the majority of students tend to be one or more years below grade level in phonics. In order to

address this need for improvement, a systematic approach to foundational skills needs to be implemented in grades K-2, and students in grades 3, 4, & 5 who are one or more grade levels below in phonics need to be provided intensive supports targeting this deficit.

Students with Disabilities were recommended for support services by general education teachers and services were provided by resource teachers who pulled students out of class to work with them. In order to address this and ensure all students are properly identified for additional supports and services when necessary, a systematic approach to Multi-Tiered Systems of Support must be developed and teacher collaborative teams must meet regularly to monitor the progress of all students.

Pandemic related school closures and social isolation has also impacted students; likely widening the achievement gap for some students. One of the most important things a school and teacher can do to address the challenges of teaching students from poverty is to create a safe environment for learning, including extended learning programs. Thus, building positive, enriching relationships will also be a focus of our efforts to improve student achievement.

Yearly we have utilized the 21st CCLC to support and enhance the skills of the students enrolled in the program. The past two years have brought on the challenges of COVID-19 and the concern for learning loss, so we have worked to make sure students have routines in place to expose them consistently to the foundational reading skills and to develop math fluency, which is also done during 21st Century. The 2020-2021 school grade data showed Palmetto remaining solidly at a C, with minimal learning loss being shown due to the supports we put in place during the school day, as well as during 21st Century. There is a decrease in proficiency when comparing higher-performing 3rd-5th grade students with lower performing students in both ELA and Math content areas. Learning gains for the bottom quartile in ELA for the 2020-2021 school year were at 43% and math learning gains for the bottom quartile were at 52%.

In the 2020-2021 school year we had an ELA decrease of 3% overall while math increased 3% and Science increased by 5%. The Federal Index shows that ESE and ESOL subgroups decreased in both proficiency and in learning gains in ELA and Math. The SWD subgroup fell below the 41% state requirement in 2020-2021. In looking at the breakdown of different ethnicities, 17% of Palmetto's population is African American, and 12% of them are performing below grade level in ELA. 62% of the school population is Hispanic with 43% performing below grade level. 16% of the population is White and 1% is performing below grade level.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: There is a critical need to provide students with more opportunities for standards-based academic tutoring and enrichment. Added enrichment could further advance the success of lower-performing students. Using the Power Index, areas of greatest need for improvement and therefore most focus are the following:
1. Support of Tier 1 instruction for foundational reading skills.
2. Lowest Quartile Learnings Gains in both ELA/Reading and Math
3. Subgroups focusing on: SWD and ESOL (Based on a review of data, many of these students also fall into our L25 lists and therefore have an impact in multiple areas)

Contributing factors for the decrease in performance include the following:
1. COVID
2. Language barrier
3. Fail to properly implement tier 1 instruction consistently, rigorously, and with high expectations
4. Lack of exposure and background knowledge for our students
5. Lack of consistent attendance for students
6. Social/Emotional needs and the lack of emotional regulation

SCHOOL BENCHMARK DATA: 2021-2022 1st & 2nd quarter data for grade levels, ELL, Students with Disabilities (SWD), and other Subgroups shows as follows:
ELA/Reading:
• 3rd grade ELA proficiency: Q1- 34% ; Q2- 29%

• 4th grade ELA proficiency: Q1- 31%; Q2- 37%
• 5th grade ELA proficiency: Q1- 57%; Q2- 46%
Math:
• 3rd grade MATH proficiency: Q1- 47%; Q2- 34%
• 4th grade MATH proficiency: Q1- 43%; Q2- 42%
• 5th grade MATH proficiency: Q1- 73%; Q2- 71%
Science:
• 5th grade Science proficiency: Q1- 47%; Q2- 38%
Students with Disabilities:
• SWD Q1:
o ELA: 18% proficiency; 56% learning gains; 73% L25 learning gains
o Math: 22 proficiency; 67% learning gains; 71% L25 learning gains
o Science: 24% proficiency
• SWD Q2:
o ELA: 11% proficiency; 41% learning gains; 53% L25 learning gains
o Math: 20% proficiency; 69% learning gains; 83% L25 learning gains
o Science: 21% proficiency
English/Language Learners:
• ELL Q1:
o ELA: 26% proficiency; 62% learning gains; 71% L25 learning gains
o Math: 47% proficiency; 71% learning gains; 85% L25 learning gains
o Science: 24% proficiency
• ELL Q2:
o ELA: 25% proficiency; 56% learning gains; 65% L25 learning gains
o Math: 41% proficiency; 66% learning gains; 84% L25 learning gains
o Science: 27% proficiency
ACCESS for ELL: Data from the annual summative English language proficiency assessments over the last two years show a significant decrease in Overall Proficiency Rating and a large increase in the number of ELLs receiving services.
3RD GRADE RETENTION: In 2021-2022, Palmetto has 17 retained 3rd-grade students and 1 Academy classroom with a full time Reading endorsed teacher and paraprofessional. Benchmark data results are:
• ELA: Q1- 29.6% proficiency; Q2-39.6% proficiency
• Math: Q1- 46.5% proficiency; Q2-39.8% proficiency
• ELA Overall Learning Gains: 84.6%
• Math Overall Learning Gains: 17%

DISCIPLINE AND ATTENDANCE: Over the last two years, most discipline referrals were written for aggression with a majority coming from our EBD unit. In 2021-2022, 2% of students received referrals in Quarter 1 and 1% received referrals in Q2. The average daily attendance for our school increased from 90% in the 1st quarter to 93% in the 2nd quarter. A Graduate Enhancement Technician employed at Palmetto is focused on improving attendance and reducing tardies through incentives and monitoring policies for daily and weekly tracking of students at all three Tier support levels.
Physical Fitness: As included in the Florida Department of Health in Manatee County's "Annual Report," it's recognized "adult and childhood obesity are influenced by healthy eating and physical activity habits." The report goes on to state that the level of physical activity, particularly among children, depends on the availability of "physical activity opportunities." Communities and schools need to offer these opportunities to increase physical activity. This contributes to the overall health and attitude of our students.

STAKEHOLDER SURVEYS: Data was collected from 32% of teachers, 10% of students, 11% of parents and 4 partners from Palmetto Elementary. 97% of teachers surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. TEACHERS identified the following three areas as the greatest need: reading at grade level, understanding math concepts, and behaving in class. They feel

structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community. STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in homework, math skills and reading. Over 92% of PARENTS surveyed stated their children needed after school programming, however, 100% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day. Four potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers, and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support, and enrichment opportunities.

Section 7: Intentionally Designing Activities

ACADEMIC ENRICHMENT: READING/ENGLISH LANGUAGE ARTS
The Elementary School Grant will provide 21ST CCLC students with activities that directly align with Florida's BEST standards and the needs assessment findings outlined previously, particularly the reading needs demonstrated by prior FSA performance data, teacher feedback, parent feedback, and overall recommendations from the Program Team. The ELA activities will focus on reading areas that are challenging for our students such as vocabulary, fluency, and comprehension for all grade levels. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Manatee and Palmetto Elementary Schools will use the following curriculum to support students: Learning A-Z RazPlus, Leveled Readers and other supplemental materials.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: According to the needs assessment stakeholder survey data for both schools, students targeted for the 21st CCLC program need additional reading support. Reading interventions that begin early in the primary grades have shown to benefit students in secondary grades.

Based on 20-21 ELA assessment data for Manatee Elementary School, 79% of students do not meet grade level proficiency and only 28% of all students achieved learning gains; both falling greatly below state averages and are therefore considered a critical need. Palmetto Elementary School ELA assessment data shows 65% of students do not meet grade level proficiency for reading which falls below the state average as measured by 2020-2021 FSA scores. However, 50% of all students achieved learning gains. Research suggests struggling to read in younger grades must be addressed or students risk ongoing struggles throughout their education. Students will develop skills in reading, writing and standards-based assessments while cultivating traits needed to become conscientious, capable contributors in society.

Additionally, family literacy nights will be planned to provide opportunities for adult family members to acquire English language and literacy skills while empowering them to become more involved in their children's education.

EVIDENCE AND REFERENCES: Overall, the activities and lessons are selected and designed to provide research-based, reading support and interventions for students in Kindergarten through 5th grade. The components for the reading activities were selected to best impact reading comprehension, reading fluency and reading achievement for 21st CCLC students. Although little information for the selected reading programs was found on the What Works Clearinghouse (WWC), several studies were found that support the Tier 1 interventions and recommendations requiring research totaling at least 300 participants. The "Report of the National Reading Panel" (NICHD, 2000) provides equally compelling evidence for explicit, systematic instruction for each of the five essential components of literacy (phonemic awareness, phonics, fluency, vocabulary, and comprehension). "Explicit instruction in reading makes a difference in student outcomes, especially for those who are low achieving" (Denton et al., 2003, p. 202). "Explicitness has been a component of instruction in studies documenting improved outcomes in phonological awareness, decoding, and the application of comprehension strategies for the understanding of text" (Denton et al., 2003, p. 202).

FREQUENCY: Reading activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year. Family literacy activities will also be planned so children and parents can experience reading together.

ACADEMIC ENRICHMENT: MATHEMATICS
Math will focus on standards-based activities, project based learning, and hands-on learning with manipulatives. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Math lessons will come from supplemental materials from the core academic math program used during the regular school day. Additional math curriculum will include enVisionMATH and Acaletics and other intervention and support materials.

INTERVENTION DESCRIPTION: Concrete-Representational-Abstract (CRA) is an approach to teaching math. All topics in math can be taught using CRA. Students do not have to progress through the concrete to get to the representational and abstract phases. Students often work at the concrete and abstract or representational and abstract phases at the same time. With CRA, students work with hands-on materials that represent math problems (concrete), pictorial representations (representational), and problems with numbers and symbols (abstract). The teacher explicitly bridges the connection between the three components of the math problems.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on the collected survey data, teachers, parents and students indicated the need for additional math support. Manatee Elementary School has a need to increase student achievement in math from 40% to 50% which would be a 10% gain. Specifically, math

achievement of students with disabilities declined. 54% of students attending Palmetto Elementary School meet proficiency in math yet only 26% students with disabilities meet proficiency in math. Parent involvement is a primary factor in supporting students' educational success. The 21st CCLC program will plan family events so parents feel knowledgeable and comfortable to help their children succeed in mathematics. The events may be led by afterschool staff or local experts from the community.

EVIDENCE AND REFERENCES: While the What Works Clearinghouse did not include information on the selected math programs, support for math was clearly indicated in the needs assessment. When teachers provide effective math instruction, teachers can reduce the performance gap between students who are at risk for math (Clarke, Smollkowski, Baker, Fien, Doabler, & Chard, 2011). Students with learning disabilities who receive effective math intervention develop critical skills like problem-solving and abstract reasoning, which are necessary for math proficiency (Gersten, Chard, Jayanthi, Baker, Morphy, & Flojo, 2008; Allsopp, Lovin, & van Ingen, 2017). Results of a study of middle school math teachers indicated students who learned using the CRA method to solve equations outperformed peers receiving traditional instruction (Witzel, Mercer, & Miller, 2003). CRA methods teaching place value, fractions, addition, subtraction, multiplication, algebra and word problems are supported by research (Mancl, Miller, & Kennedy, 2012).

FREQUENCY: Math activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year.

ACADEMIC ENRICHMENT: SCIENCE/STEM
Through STEM, students will engage in experiential education that excites, engages, and enriches through a hands-on, learn-by-doing approach in science, technology, engineering and math. Skills will be taught so that all students can understand and build on prior knowledge.

ACTIVITY/DESCRIPTION: STEAM-Woz ED
The Woz lessons are purposefully designed to build an engineering mindset while developing the soft skills employers value. Woz ED resources help students authentically explore their future in the tech economy. Collaboration, problem solving, and critical thinking are inherent in every project. Students will participate in robotics, engineering, digital and graphic design, along with animation and coding. 21st CCLC groups will participate in STEM competitions throughout the year.

ALIGNMENT TO STUDENT/FAMILY NEEDS:
STEM activities provide a personalized approach to nurturing and engineering mindset through hands-on projects that progress from Kindergarten through employment. These learners can dream, design, engineer, test, improve, and create through coding, robotics, drones, 3D printing and data analysis. Children today are growing up in a world very different from the one experienced 15 years ago. Students must be equipped to solve problems and work in team environments to succeed in tomorrow's job market.

EVIDENCE AND REFERENCES: Steve Wozniak, Apple Co-Founder and Founder of Woz Ed, is a leader of K-12 STEM education around the world, providing students access to high-quality technology training. Recognizing the importance of access to STEM education, Manatee and Palmetto Schools will provide students with the opportunity to continue exploring their interest in STEM activities and advancing their skills. While the WWC does not include Woz ED, Solidworks and Pitsco research for Science/STEM the needs assessment indicates the importance of providing STEM activities within the proposed 21st CCLC program. However, accessibility to STEM learning is not always easy. A STEM report by the U.S. Department of Education states, "We must also make sure that no matter where children live, they have access to quality learning environments. A child's zip code should not determine their STEM fluency." Further noted in "The Edvocate," www.theedadvocate.org, there are 7 benefits to stem education: fosters ingenuity and creativity; builds resilience; encourages experimentation; encourages teamwork; encourages knowledge application; encourages tech use; teaches problem-solving; and encourages adaption.

FREQUENCY: Science/STEM activities will be offered to all students at least twice per week for approximately 45 minutes throughout the program year. Students will engage in STEM activities with certified teachers all of whom will be directly trained in providing the Woz Pathways curriculum.

ACADEMIC ENRICHMENT: HEALTHY AND ACTIVE LIFESTYLES
ACTIVITY/DESCRIPTION: SPARK-PE
All 21st CCLC students will receive activities related to healthy and active lifestyles that are aligned to student needs and Florida's Standards for Physical Education. To best address student needs, Lee and Lincoln Middle Schools will purchase and implement the research-based SPARK-PE curriculum (Sports, Play and Active Recreation for Kids). SPARK provides a collection of researched-based physical education programs emphasizing a highly active curriculum, on-site staff development, and significant follow-up support. To ensure all students are fully engaged, SPARK features both diverse instructional and diverse curricular models that embody the HOPE (Health Optimizing Physical Education) and are aligned to both state and national standards. SPARK is specifically designed to provide activities aligned to school-day fitness lessons and activities. All lessons include age, space, and ability adaptations so all students can fully participate in developmentally appropriate, organized, and high-quality physical activities. There are four components to the SPARK-PE activity selected for the Elementary School Grant program: (1) group fitness activities (e.g., basketball, soccer) to improve cardiovascular fitness and positive social traits; (2) fitness circuit activities that infuse cooperative strategies, peer coaching, turn taking protocols, and self practice of previously taught skills and movements; (3) endurance games (e.g., walking, jogging) to promote aerobic and cardiovascular fitness; and (4) personal fitness activities to promote fitness goal setting and lifelong wellness commitment among students.

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on need assessment data obtained from the Project Team and stakeholder surveys, there was a need for overall wellness at both middle schools. Manatee Elementary school data collected from 30% of teachers, 14% of students and 18% of parents indicated a need for health and wellness programming during the 21st CCLC program. Likewise, Palmetto Elementary school data collected from 32% of teachers, 10% of students and 11% of parents showed the same need. Although there is fitness provided during the regular school day, as per Florida Statutes, there is a significant need for additional fitness and health to support students. Moreover, according to the Florida Department of Health (2021), more than 30% of low-income children living in Manatee County are either overweight or obese. The goal of the 21st CCLC program Healthy and Active Lifestyles activity is to improve personal and physical wellness through structured activities that foster healthy lifestyles. Students will learn to how to work well with others, build and foster good sportsmanship, and explore ways to incorporate personal fitness into their everyday lives.

EVIDENCE AND REFERENCES: The What Works Clearinghouse did not include interventions in healthy and active lifestyles, yet the needs assessment clearly indicates the importance of providing these activities. Fortunately, the WWC outlines the type of research and sample sizes needed for each "tier" of evidence based interventions with Tier 1 interventions and recommendations. Many research studies have been conducted to determine whether physical wellness is connected to academic performance. For example, de Greeff and colleagues (2014) studied 544 students and found cardiovascular fitness was significant predictors of student academic performance in both mathematics and English Language Arts. More specific to Florida, research conducted with 132 elementary school students found a significant relationship between physical fitness and academic performance, as measured by Florida statewide assessments (Wingfield, Graziano, McNamera, & Janicke, 2011). Finally, through a systematic review of 26 peer reviewed research studies, researchers found an association between increased physical fitness and improved academic performance and executive function (Salas Sanchez, et al., 2022), with the researchers calling for increased hours of physical education to "more effectively develop the cognitive aspects" of children in elementary school.
FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in SPARK-PE activities with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

ACTIVITY/DESCRIPTION: CARING SCHOOL COMMUNITY
Further enhancing the healthy and active lifestyles activity, this program is designed to build a supportive, collaborative community between schools, students, and parents. The program will be integrated throughout the 21st CCLC program at Palmetto Elementary School. According to WWC, Caring School Community aims to promote core values, prosocial behavior, and a schoolwide feeling of community. The program consists of four elements originally developed for the Child Development Project: class meeting lessons, cross-age "buddies" programs, "homeside" activities, and schoolwide community. Class lessons provide teachers and students with a forum to get to know one another, discuss issues, identify and solve problems collaboratively, and make a range of decisions that affect classroom life. Cross-age buddies activities pair whole classes of older and younger students for academic and recreational activities that build caring cross-age relationships and create a schoolwide climate of trust. Homeside activities include short conversational activities that are sent home with students for them to do with parents or caregivers and then to discuss back in their classroom. The activities incorporate the families' perspectives, cultures, and traditions, thereby promoting interpersonal understanding. Schoolwide community-building activities bring students, parents, and school staff together to create new school traditions. The WWC notes two studies conducted in kindergarten through sixth grade classes with approximately 2,336 students that shows the program had a positive effect on behavior within a school and an additional two studies where potentially positive effects were shown in knowledge, attitudes and values.

ACADEMIC ENRICHMENT: ART AND MUSIC EDUCATION
Art and music education is designed to give students opportunities that would otherwise not be easily accessible, and to offer a high-quality education. Both inspire students to stay in school, increases motivation, improves attitudes and attendance, and improves academic performance. According to Americans for the Arts, a student involved in the arts is four times more likely to be recognized for successful academic achievement. The Arts can influence and shape a child's development on several levels: academically, socially and emotionally.

ACTIVITY/DESCRIPTION: Teachers certified in art and music education will provide instruction to enhance student learning experiences during the 21st CCLC program. The Elementary School Grant plans to provide arts education through music, movement, drama/theatre and visual art mediums (drawing and painting). Intervention strategies will include whole group and small group instruction along with hands-on real-life experiences.

ALIGNMENT TO STUDENT/FAMILY NEEDS: At a time when art and music education is struggling for classroom time in schools, the 21st CCLC program can offer much needed support and provide students with other engaging activities. Stakeholder survey results support the need for additional enrichment activities including art and music.

EVIDENCE AND REFERENCES: Students in schools serving predominantly low-income households receive less arts instruction than students in schools serving higher-income households (afterschoolalliance.org). Many evaluations demonstrate the benefits of the Arts to students who participate, such as: academic gains, improved cognitive skills, positive behaviors, increased engagement, creativity (Big Thought, 2010). According to a multi-year study of children participating in the Thriving Minds arts afterschool program, students progressed from interacting with creations to becoming creators themselves (2010). Study results of students (1st-8th grade) participating in an out-of-school music program, demonstrated higher levels of academic performance over peers not attending. Further, students exhibited better performance on measures of executive functions and higher scores on standardized tests (Holochwost, et al., 2017).

FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in Art and Music with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

RECRUITMENT AND RETENTION: 21st CCLC community learning center will give priority to students identified with educational difficulties or heightened risk factors such as low-test scores, possibility of/or past retention, poor school attendance, etc. These students are representative of the community wide students facing the most significant barriers to academic success. The following strategies will be used to reach and enroll the targeted students: information and registration table at Back-to-School Event/Open House, distribution of flyers and registration packets in English/Spanish, posters hung throughout the campus, and information on the marquee. Teachers, counselors, and Graduation Enhancement Technicians will work with 21st CCLC staff to ensure that students at high risk of retention are specifically invited to attend. To recruit parents and families there will be direct contact at school events, automated phone calls, newsletters and information posted on the website. To encourage students to remain in attendance from the beginning to the end of the program day, the schedule will be structured so that engaging, high energy activities are held the entire time. Also, adhering to school district protocol, elementary school students are not allowed to sign themselves out of a program. To encourage regular attendance, several attention-grabbing and fun enrichment activities and projects are planned to include hands-on STEM challenges, gardening, arts and music education and academic enrichment.

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Section 8: Recruiting and Retaining High Quality Staff

STAFFING PLAN: The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. Each school site will have a full-time Site Coordinator overseeing the day-to-day programming supporting the academic and enrichment activities of students and families in the community learning centers.

STAFFING STRUCTURE: The PROGRAM DIRECTOR will report directly to the Director of Elementary Curriculum who in turn reports to the Executive Director of Curriculum and Professional Learning. Included is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department. The Program Director and Junior Accountant/Bookkeeping services are an inkind contribution, and a testament to the significant support the 21st CCLC Program will receive.

Each school will have a full-time/on-site SITE COORDINATOR who is critical to properly implementing the 21st CCLC program effectively, efficiently, and with fidelity. They will be responsible for the daily oversight of all aspects of the program and staff. In addition, they will be responsible for securing partnerships in the community in year one to sustain the program after the four-year grant has concluded. Additional staff include CERTIFIED TEACHERS with expertise in core academic subjects who will facilitate all academic enrichment. Highly qualified teachers will be recruited from Manatee and Palmetto Elementary Schools as they have invaluable knowledge of the students. At least 1 certified teacher will be present during all academic activities and the staff to student ratio will be 1:10.
ACTIVITY LEADERS will oversee personal enrichment activities with a ratio of 1:20 and will also support the required ratio of staff to students for academics.

ROBUST QUALIFICATIONS AND DUTIES: All staff will be responsible for completing an application which they receive from the Site Coordinator. This application will include specific requirements noting their qualifications, years of experience, certifications, etc. We also require they attach a copy of their teaching certificate to the application. In addition to our teachers being highly qualified we hire Reading and English for Speakers of Other Languages (ESOL) endorsed teachers, Exceptional Student Education (ESE) teachers and trained translators. Once we have reviewed their qualifications, hiring of the staff is determined by the Program Director with input from the school administration and Site Coordinator. Job descriptions will be provided for staff clearly outlining their responsibilities and a signature of acknowledgment is required. As a school district we have the lines of communication established for working with teachers, school administrators, as well as the administration at the district level which ensures the quality of our success. We have access to the school district's Human Resource Department system which conducts criminal background checks on all employees working directly with children

before hiring. All district staff undergo a Level II background screening and at least two staff members per center will have CPR certification. In addition, staff will be screened through the Florida Background Screening Clearinghouse. 21st CCLC staff members will participate in professional development related to academic achievement through the district's Office of Professional Learning.

TRAINING PLAN FOR QUALITY IMPROVEMENT: Training plays an essential role in successful education improvement. To ensure our program is implemented with fidelity we provide initial training for the staff during the July/August months prior to the start of 21st CCLC. In addition, all program staff will participate in quarterly professional development sessions specific to the 21st CCLC Program. Training of the curriculum and other instructional materials will be completed at the beginning and throughout the year as needed. Other training topics may include increasing self-esteem through educational achievement and supporting various learning styles. The district has two in-service days during the school year where 21st CCLC training will occur. Each staff member will be responsible for reading and signing their intent/commitment to work the 21st CCLC program and comply with ethical business practices. We will create a solid foundation through individual training about the community learning center during the August/September start up months. We will utilize advance methods to improve teacher effectiveness which will result in student achievement. The Program Director and/or Site Coordinator will conduct four 4-hour trainings, as well as participate in the required statewide training with at least one other staff member. Training on activities, procedures, and other policies will be ongoing, as needed. Additional training may also include CPR/First Aid, EZReports, STEM curricula, child and youth development, afterschool and summer learning, family engagement, evidence-based practices, and other site-specific academics/enrichments in order to deliver an effective and successful community learning center program.

Section 9: Implementing with Fidelity

Members from the Program Team will serve as leadership of the community learning center. The Leadership Team will include school Principal, Site Coordinator and Program Director. This team will be responsible for ensuring the program is carried out with fidelity, days and hours of programming align with the program application and the activities are delivered with rigor using data to revise, adapt or eliminate programming. In addition, the leadership team will oversee staff training and the activities that are designed to provide continuous education to students.

The 21st CCLC Fidelity Plan is firmly grounded in a commitment to continuous improvement of operations, services, and outcomes. The cornerstone is a logical process of planning, data collection, analysis, reporting, and refining. As such, the plan will include three connected elements to help ensure the program being implemented is effective, efficient, and sustainable: progress monitoring, data analysis and continuous improvement.

The Continuous Improvement Model (CIM), a quality-based approach used within educational settings and particularly effective for reducing achievement gaps between student subgroups will be utilized. The model focuses upon individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on program success.

The immediate and individualized feedback provided through CIM is particularly important for implementation of the 21st CCLC program to help guide/ensure the highest impact for each student. The program will also use CIM to guide any immediate operational changes necessary to provide a high quality program, including such areas as staffing changes, adjustments, or resources to specific activities. The fidelity plan will provide a structure for generating information needed for ongoing program refinement.
The Continuous Improvement Model will support data collection within three general categories: (1) District Data; (2) Program Data; and (3) Stakeholder Data.

(1) District data will include all student demographics, state standardized tests and end-of-course exams (from prior and current years), student report card grades, student attendance during the school day, and any other additional data deemed useful for the program.
(2) Program data will include (A) student attendance (daily) and enrollment status, (B) demographics, (C) program operational information (e.g., hours, activities, facilities, staffing, and partners), and (D) adult family member data.
(3) Stakeholder data will be collected quarterly through teacher surveys, parent surveys, student surveys, and partner surveys. Survey data will be collected using electronic systems to ensure accuracy of collected data.
To further support the fidelity plan, the Principal will meet monthly with the Site Coordinator to review progress monitoring data. Data will include benchmark assessments, progress reports, quarter grades and behavior. Data collection will be ongoing and will be used to refine program activities.

The Site Coordinator will be responsible for day-to-day program operations to ensure the center is following the proposed calendar, daily schedule and activities. Oversight will occur through staff meetings, walkthroughs and lesson plans. The Program Director will perform monthly fidelity checks to confirm the community learning center is implemented as intended. Monthly Leadership Team meetings will be held to discuss findings from the fidelity checks and other collected data. Together these strategies will serve as the ongoing process to revise, adapt and/or eliminate ineffective programming.

Section 10: Project Budget

Please see attachment.

Section 11: Plan for Sustainability

With the foundation built by the 21st CCLC program and the sustainability efforts of the Program Team, impoverished and high-risk students will have continued access to free educational services. These services are designed to promote academic and personal success. By creating a vision and annual goals, conducting community outreach, advocating for support and seeking new partnerships and funding, the Program Team will be successful in sustaining the program for students and their families.
Each year the Program Team will hold quarterly meetings to establish a clear vision and goals for the program. Meetings will provide opportunities to review progress and reflect. Duties will be assigned to each team member in order to maximize time and effort and support the four-year sustainability plan. Specifically, the full-time site coordinator will dedicate a portion of each week to the sustainability plan including contacting local businesses, churches, community organizations and outreach groups; seeking federal, state, local and private funding; building relationships with parents, students, staff and greater school community. The parent team member will advocate for resources in the community and assist with the survey data. The school administrators will continue outreach efforts with current business partners and the school community. They will assist in collaboration building, advocacy efforts and funding sources. As additional support, the Program Director will facilitate collaboration and communication between stakeholders.

The four-year sustainability plan is as follows:
Year 1: Create a vision and identify both short term and long-term goals. Develop an advocacy plan to share the vision and garner support. Begin building collaboration within the community to support the continuation of programming after funding ends. Create and administer surveys for various stakeholder groups and analyze data to monitor progress. Identify key partners for collaboration and seek funding resources.

Year 2: Revisit and revise Year 1 goals and identify progress indicators. Continue the advocacy plan. Survey data will be collected from students, families and staff related to expectations for the program along with open feedback for the coming year. Budget will be reviewed and the goal for at least two additional partnerships will be pursued so the level of services will not be impacted.

Year 3: Continued reflection on progress from Years 1 and 2 toward goals and adjustments using stakeholder feedback and new partnerships. Extra advocacy efforts will be made to increase awareness of our vision and mission. Goals for at least 2-3 additional partners will be pursued to support all levels and areas of programming. Survey data will be collected throughout the school year on the school's needs and will help monitor progress towards sustainability.

Year 4: The focus will be on identifying, combining and seeking resources to sustain the program. Partnerships and collaboration will be strengthened to support the goals and action plans moving forward. Seek solutions for any areas of concern related to sustainability.
Manatee and Palmetto Elementary Schools will continue to build upon the program each year by conducting outreach efforts, securing commitments from community agencies, local businesses and partners and advocating for their program. The program's impact and positive outcomes will be shared on a regular basis to build support and awareness within the community through multiple outlets including social media.

Cohort 20 (2022-23) RFP Scope of Work/Narrative Addendum

Agency Name: Manatee CSD Project Number: 410-2443B-3C001

Program Name: Palmetto And Manatee Elementary

Use this form to add any parameters and information needed to satisfy the requirements included in the RFP. Add all items as bullet points including the section name and number.

This change includes: ☐ Additions ☐ ~~Deletions~~ ☐ Both

The following items are incorporated as part of the Scope of Work:

Section 1: Project Abstract/Summary:

Please provide a statement that includes the component of program service (i.e. afterschool, summer, school breaks/holidays):

- The Elementary School grant at Manatee and Palmetto Elementary Schools will provide an after-school program component only.

Section 4: Building Your Program Team :
Please provide a statement to Identify the number of team members for this proposal.

- There are currently 8 people serving on the program team for Manatee Elementary school and 7 people serving on the program team for Palmetto Elementary school.

Describe the rationale for including each team member and the contribution, value, or activities the member will bring to the community learning center (CLC) for Alana Monestime serves as a 2nd grade teacher at Palmetto Elementary.

- As a second-grade teacher at Palmetto Elementary, Ms. Monestime has a unique understanding of the students at Palmetto Elementary and their needs. She has worked at Palmetto Elementary for over 10 years and brings a wealth of knowledge as an educator adding value to the program team.

Section 7 Intentionally Designing Activities

Please provide statement regarding sample schedule provided as it relates to both sites, as it not expressed if it is for both sites.

- The sample schedule provided in the grant proposal is for both schools, Manatee and Palmetto Elementary.

Please Identify any enrollment priorities:

- Priority for enrollment will be given to:
  - Students performing below grade level in reading, math and/or science,
  - Students at risk for retention,
  - Exceptional Student Education students,
  - English Language Learners, and
  - Other students identified by classroom teachers, guidance counselors, and/or administration.

Section 8: Recruiting and Retaining High Quality Staff

The narrative states '*The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget.'*

The program director is not listed on the budget, please explain? There is also no job description of the program director.

- The program director is funded by the district and will work with the grant program in-kind. This position will be added to the budget and a job description will be provided.

The narrative states:' *Included is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All*
financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department. The Program Director and Junior Accountant/Bookkeeping services are an in-kind contribution.'

This is not reflected in the budget. Please provide update to the budget and job description.

- This position has been added to the budget and a job description has been provided.

The narrative states Each school will have a full-time/on-site SITE COORDINATOR who is critical to properly implementing the 21st CCLC program effectively, efficiently, and with fidelity. They will be responsible for the daily oversight of all aspects of the program and staff.

The budget reflects one site coordinator for both sites. Please provide updated statement.

- **The budget states the following: Two full-time site coordinators, one per site.** Site Coordinators will be classified as a Teacher Assistant with at least 60 college credit hours or passing score on the para pro test and certified in First Aid/CPR. Site Coordinators will regularly meet with the school's principal and the district 21st CCLC grant administrator and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. Hourly rates for Teacher Assistant range from $14.60-$19.69 per hour. Average rate is $16.89 per hour. Site Coordinator = 1,519 hours per year/10 month
  1 SC x 38.75hrs/week x $16.89/hr = $25,656/year x 2 sites = $51,312

Appendix A
Continuing Improvement 2023-24

Agency Name: Manatee County School District

Project Number: 410-2444B-4C001

Program Name: MCSD 21st Century Elementary Grant

Reason(s) for the change: There are no proposed changes to this grant application for the 2023-2024 project year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2024-25

Agency Name: School District of Manatee County Project Number: 410-2445B-5C001

Program Name: Elementary Grant – Manatee/Palmetto

Reason(s) for the change: There are no changes to this grant at this time.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

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2024-2025 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2445B-5C001	
Site Name	Manatee Elementary School					**Zip Code**	3420
Site Address:	1609 6th Avenue East			**City**	Bradenton	**County**	Manatee
Site Contact Name:	Lourdes Gonzalez	**Phone**	941-741-3319	**Email**	gonzalezl@manateeschools.net		

TARGET SCHOOLS									
School Name	**School-wide Information**			**# Targeted Students**					
	Grades Served by School	**Enrollment**	**Free and Reduced Lunch Rate**	**Grades Served by Program**	**BS**	**AS**	**SUM**	**W**	**H**
Manatee Elementary School	PK-5	**541**	100%	K-5		80			
				TOTAL		80			

BEFORE SCHOOL SITE OPERATIONS						
Start Date		**End Date**		**Total Number of Service Days**		
Non-service days						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS						
Start Date	August 19, 2024	**End Date**	May 21, 2025	**Total Number of Service Days**		168
Non-service days	9/2, 10/14, 11/6, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/5, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	2.5	2.5	2.5	2.5	2.5	12.5
Early Release Dates				**Total Service Days**	**Hours/Day**	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date		**End Date**		**Total Number of Service Days**			
Non-service days							
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the school year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

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2024-2025 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2445B-5C001	
Site Name	Palmetto Elementary School					**Zip Code**	34221
Site Address:	1540 10th Street West			**City**	Palmetto	**County**	Manatee
Site Contact Name:	Billie-Jo Tyne Fintel	**Phone**	941-723-4822	**Email**	tynebj@manateeschools.net		

TARGET SCHOOLS									
School Name	**School-wide Information**			**# Targeted Students**					
	Grades Served by School	**Enrollment**	**Free and Reduced Lunch Rate**	**Grades Served by Program**	**BS**	**AS**	**SUM**	**W**	**H**
Palmetto Elementary School	PK-5	**560**	100%	K-5		80			
				TOTAL		80			

BEFORE SCHOOL SITE OPERATIONS						
Start Date		**End Date**		**Total Number of Service Days**		
Non-service days						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS						
Start Date	August 19, 2024	**End Date**	May 21, 2025	**Total Number of Service Days**		168
Non-service days	9/2, 10/14, 11/6, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/5, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	2.5	2.5	2.5	2.5	2.5	12.5
Early Release Dates				**Total Service Days**	**Hours/Day**	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date		**End Date**		**Total Number of Service Days**			
Non-service days							
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the school year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

Florida's Nita M. Lowey 21st Century Community Learning Centers Evaluation Plan

Objective Category	Objective Number	Domain	Required Objective	Required Measure
1. Academic Achievement	1.A.1	English Language Arts (ELA)	75% of students will show gains in ELA performance on the F.A.S.T.	ELA Florida Assessment of Student Thinking (F.A.S.T.) scores will be collected for all students participating in FAST.
	1.A.2	English Language Arts (ELA)	75% of students will show gains in ELA on an evidence-based progress monitoring system supported by the department's contractor	Regular progress monitoring data will be collected for students in ***all grades*** periodically
	1.A.3	English Language Arts (ELA)	75% of students will show improvement in ELA grades	Student grades and progress reports will be collected for ***all students*** during the school year each grading period
	1.B.1	Mathematics	75% of students will show improvement in Math performance on the F.A.S.T.	Math Florida Assessment of Student Thinking (F.A.S.T.) scores will be collected for all students participating in FAST.
	1.B.2	Mathematics	75% of students will show gains in mathematics on an evidence-based progress monitoring system supported by the department's contractor	Regular progress monitoring data will be collected for students in ***all grades*** periodically
	1.B.3	Mathematics	75% of students will show improvement in mathematic grades	Student grades and progress reports will be collected for ***all students*** during the school year each grading period
	1.C.	Grade Point Average (GPA)-Secondary Only	75% of students will improve their cumulative GPA by at least 0.1 point annually	GPA will be collected for ***all students*** who receive a GPA annually
2. Dropout Prevention	2.A.	Attendance/Dropout Prevention	75% of students will improve their school day attendance annually	School day attendance rate will be collected for ***all students*** annually
3. Behavior	3.A.	Behavior	75% of students will improve their behavior annually	Data report on in-school suspension and discipline referrals will be collected for ***all students*** monthly
4. Engagement/ Safe and Supportive Relationships	4.A.1	Engagement/Safe and Supportive Relationships	75% of students will increase their safe and supportive relationships with peers and adults annually	Stakeholder Surveys (day school teachers on engagement) will be collected for ***all students*** annually
	4.A.2	Engagement/Safe and Supportive Relationships	75% of students will increase their engagement in school annually	Stakeholder Surveys (day school teachers on engagement) will be collected for ***all students*** annually

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District of Manatee County - Elementary Grant**
B) DOE Assigned Project Number:	**410-2445B-5C001**
C) TAPS Number:	**25B036**

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	**OBJECT**	**Account Title and Narrative**	**FTE POSITION**	**AMOUNT**	**% Allocated to This Project**
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. 1 PD x 10 Hrs/Week x $47/Hr x 5 weeks = $2,350 ***50% Administrative = $1,175*** ***50% Evaluation = $1,175*** *School Year Duties Provided In-Kind by the District*		$2,350.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Project Director. $2,350 x 22.78% = $535 ***50% Administrative = $268*** ***50% Evaluation = $268***		$535.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		In-Kind	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **Manatee Elementary** 1 SC x 5 hrs/day x $28/hr x 168 days = $23,520 **Palmetto Elementary** 1 SC x 5 hrs/day x $28/hr x 168 days = $23,520 ***25% Administrative = $11,760*** ***15% Evaluation = $7,056***		$47,040.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 2 Site Coordinators. $47,040 x 22.78% = $10,716 ***25% Administrative = $2,679*** ***10% Evaluation = $1,072***		$10,716.00	100%
5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $35-$52 per hour. Average rate is $39 per hour. **Manatee Elementary** 4 CT x $39/hr x 1.75 hr/day x 168 days = $45,864 **Palmetto Elementary** 4 CT x $39/hr x 1.75 hr/day x 168 days = $ 45,864	0.81	$91,728.00	100%
5100	200	**Fringe Benefits: Certified Academic Teachers** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Certified Academic Teachers. $91,728 x 22.78% = $20,896		$20,896.00	100%

5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $25 per hour. **<u>Manatee Elementary</u>** 4 EL x $25/hr x 2 hrs/day x 168 days = $33,600 **<u>Palmetto Elementary</u>** 4 EL x $25/hr x 2 hrs/day x 168 days = $33,600	1.29	$67,200.00	100%
5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Enrichment Leaders. $67,200 x 22.78% = $15,308		$15,308.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 16 staff x 4 hrs x 4 days x $15/hr = $3,840 *Provided In-Kind by the District*		In-Kind	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for professional development. $3,840 x 22.78% = $875 *Provided In-Kind by the District*		In-Kind	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 2 sites x $500/site = $1,000		$1,000.00	100%
5100	399	**Purchased Services: Mote Marine** Mote Educators will bring fun, inquiry-based and hands-on learning experiences to the 21st CCLC Program four timesduring the program year. Using relevant, real time data and information, students will dive into marine science, helping them better understand science concepts and ideas. In addition, Mote Educators will provide one Family Event (STEM Night) during the project year through a dynamic and interactive presentation where students and families learn together through Science Talks and Exploration Stations. $250 x 4 Events = $1,000 $500 x 1 Event = $500		$1,500.00	

5100	510	**Materials & Supplies** Supplies and materials to support academic and enrichment activities including: workbooks, chart paper, STEM consumables, gardening supplies, copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, highlighters, posters and display boards. 80 students x $144.69/student x 2 sites = $23,151		$23,151.00	100%
5100	360	**Rentals** Annual Subscriptions excusively for actively participating 21st CCLC students at Manatee and Palmetto elementary schools. Standards based Math & Literacy program, and magazines for instructioanl use. Cost estimated at $2,500/site x 2 sites = $5,000		$5,000.00	100%
7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 4.74%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. ***100% Administrative = $*** 13,576		$13,576.00	100%
			D) TOTAL	**$300,000.00**	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
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April 2022 **DOE 101S**

AGENDA ITEM NO. 10.4

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application, effective August 2024-July 2025, in the amount of $500,000.00 for Lee Middle School and Lincoln Memorial Middle School (Incoming Grant Funds)

Executive Summary
The 21st Century Community Learning Center (CCLC) Program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local academic standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. The program will operate at Lee Middle and Lincoln Middle Monday through Friday from 3:15 p.m. to 5:45 p.m.

This application is pending Board approval. If no Board approval is given, the application will be withdrawn.

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 apply, accept and expend the Nita M. Lowery 21st Century Community Learning Centers request for application, effective August 2024-July 2025, in the amount of $500,000.00 for Lee Middle School and Lincoln Memorial Middle School. (Incoming Grant Funds)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Alison Nichols

Attachments:
FLDOE Project Application MCSD 21st Century Middle School
2024-2025 Final Budget DOE 101S Middle School Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program 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	**MCSD 21st CCLC – Middle School Grant** (Lincoln and Lee) **TAPS NUMBER: 25B036**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$500,000	Contact Name: Patricia "Trish" Dezso Fiscal Contact Name: Cathy Miley	Telephone Numbers: **941-751-6550 x43004** **941-708-8770 x41111**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **PO BOX 9069** **Bradenton, FL 34206 9069**	E-mail Addresses: dezsop@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: **215 Manatee Ave West** **Bradenton, FL 34205**	UEI number: 1000129620000 FEIN number: 596000728

CERTIFICATION

I, Jason Wysong, 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 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.

E) _____ Superintendent 04/26/2024

Signature of Agency Head | Title | Date

PENDING BOARD APPROVAL – June 2024

Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Unique Entity Identifier (UEI) requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their UEI registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District of Manatee County - Middle School Grant**
B) DOE Assigned Project Number:	**410-2445B-5C003**
C) TAPS Number:	**25B036**

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. Summer: 1 PD x 10 Hrs/Week x $47/Hr x 5 weeks = $2,350 ***50% Administrative = $1,175*** ***50% Evaluation = $1,175*** *School Year Duties Provided In-Kind by the District*		$2,350.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Project Director. $2,350 x 22.78% = $535.33 ***50% Administrative = $268*** ***50% Evaluation = $268***		$535.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		In-Kind	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **Lee MS** Before/Afterschool: 1 SC x 5 hrs/day x $28/hr x 170 days = $23,800 Summer: 1 SC x $28/hr x 5 hrs/day x 24 days = $3,360 Planning: 1 SC x $28/hr x 4 hrs/day x 4 days = $448 **Lincoln MS** Before/Afterschool: 1 SC x 5 hrs/day x $28/hr x 170 days = $23,800 Summer: 1 SC x $28/hr x 5 hrs/day x 24 days = $3,360 Planning: 1 SC x $28/hr x 4 hrs/day x 4 days = $448 ***25% Administrative = $13,804*** ***15% Evaluation = $8,282***	1.60	$55,216.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 2 Site Coordinators. $55,216 x 22.78% = $12,578 ***25% Administrative = $3,145*** ***10% Evaluation = $1,258***		$12,578.00	100%

5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $35-$52 per hour. Average rate is $39 per hour. **Lee MS** Before School: 4 CT x $39/hr x 1.25 hr/day x 170 days = $33,150 Afterschool: 4 CT x $39/hr x 1.5 hrs/day x 168 days = $39,312 Summer: 4 CT x $39/hr x 4.5 hrs/day x 24 days = $16,848 Planning (SY): 4 CT x $39/hr x 4 hrs/qtr x 4 qtrs = $2,496 Planning (Sum): 4 CT x $39/hr x 4 hrs x 3 days = $1,872 **Lincoln MS** Before School: 4 CT x $39/hr x 1 hr/day x 170 days = $33,150 Afterschool: 4 CT x $39/hr x 1.25 hrs/day x 168 days = $39,312 Summer: 4 CT x $39/hr x 4.5 hrs/day x 24 days = $16,848 Planning (SY): 4 CT x $39/hr x 4 hrs/qtr x 4 qtrs = $2,496 Planning (Sum): 4 CT x $39/hr x 4 hrs x 3 days = $1,872	1.97	$187,356.00	100%
5100	200	**Fringe Benefits: Certified Teachers** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Certified Academic Teachers. $187,356 x 22.78% = $42,680		$42,680.00	100%
5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $25 per hour. **Lee MS** Before School: 4 EL x $25/hr x 1.25 hr/day x 170 days = $21,250 Afterschool: 4 EL x $25/hr x 1.5 hrs/day x 168 days = $25,200 Planning (SY): 4 EL x $25/hr x 3 hrs/qtr x 4 qtrs = $1,200 **Lincoln MS** Before School: 4 EL x $25/hr x 1 hr/day x 170 days = $21,250 Afterschool: 4 EL x $25/hr x 1.5 hrs/day x 168 days = $25,200 Planning (SY): 4 EL x $25/hr x 3 hrs/qtr x 4 qtrs = $1,200	1.97	$95,300.00	100%
5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Enrichment Teachers. $95,300 x 22.78% = $21,709		$21,709.00	100%

5100	160	**Salaries: Paraprofessionals** Part-time teacher aides to assist teachers and actively participating 21st CCLC Program students in classrooms and lessons during 21st CCLC summer program hours. Teacher Aides will ensure ratios remain within required levels and oversee enrichment activities. Average paraprofessional pay is $18/hour. **Lee MS** Summer: 4 PP x $18/hr x 5 hrs/day x 24 days = $8,640 Planning: 4 PP x $18/hr x 3 hrs/day x 3 days = $648 **Lincoln MS** Summer: 4 PP x $18/hr x 5 hrs/day x 24 days = $8,640 Planning: 4 PP x $18/hr x 3 hrs/day x 3 days = $648	0.50	$18,576.00	100%
5100	200	**Fringe Benefits: Paraprofessionals** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for paraprofessionals. $18,576 x 22.78% = $4,232		$4,232.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 16 staff x 4 hrs x 4 days x $15/hr = $3,840 *Provided In-Kind by the District*		In-Kind	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for professional development. $3,840 x 22.78% = $875 *Provided In-Kind by the District*		In-Kind	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 2 sites x $500/site = $1,000		$1,000.00	100%

5100	510	**Materials & Supplies** Supplies and materials including: STEM consumables, workbooks, gardening materials, copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, headphones, highlighters, posters and display boards. 80 students x $149.01/student x 2 sites = $23,841		$23,841.00	100%
5100	360	**Rentals** Annual subscriptions exclusively for actively participating 21st CCLC students at Lee and Lincoln Middle Schools.Standards based Math & Literacy programs for instructional use. 2 sites x $2,500/site = $5,000		$5,000.00	100%
5100	730	**Summer Field Trips** Cost of admission for actively participating 21st CCLC Lee Middle and Lincoln Memorial Middle School Students to attend educational field trips during the summer program. The grant will pay admission fees. No monies will be collected from the students. Suggested trips include: MTC & State College of Florida (Career Readiness) No charge MOSI (STEM) 160 students $15/student = $2,400 Bishop Museum of Science (STEM) 160 students x $10/student = $1600		$4,000.00	100%
7800	330	**Transportation: Summer Field Trips** Costs to provide transportation for summer field trips for 60 actively participating 21st CCLC students at each site (120 students). District contracted rates will be used to transport students to and from the field trip location using district busses and licensed drivers. Field trips will support summer learning activities and include lesson plans and learning objectives for trips to post secondary education facilities, science museums, laboratories, and other educational programs. Costs are estimated and include the bus, driver time, and mileage. MTC (Career Readiness) 120 students: 2 buses x $250/bus = $500 (local) State College of Florida (Career Readiness) 120 students: 2 buses x $250/bus = $500 (local) MOSI (STEM) 120 students x $6.25/student x 2 buses = $1,500 Bishop Museum of Science (STEM) 120 students: 2 buses x $250/bus = $500 (local)		$3,000.00	100%

7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 4.74%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. ***100% Administrative*** = $22,627		$22,627.00	100%
			D) TOTAL	**$ 500,000.00**	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

April 2022 **DOE 101S**

General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

Return to:

Florida Department of Education
Bureau of the Comptroller
325 West Gaines Street
914 Turlington Building
Tallahassee, FL 32399-0400

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental agencies are required to submit the certification page of the General Assurances with an original signature of the official who is legally authorized to bind the entity along with each application submitted to the Department.

Florida Department of Education
General Assurances, Terms, and Conditions for Participation in Federal and State Programs

Authority for Data Collection: 20 USC 1232e (a)

Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232(e), stipulate that "[e]ach local education agency which participates in an applicable program under which federal funds are made available to such agency through a state agency shall submit, to such an agency, a general application containing the assurances set forth in subsection [1232e] (b)." The application shall cover the participation by the local education agency and all other organizations participating in state and federal programs administered by the Florida Department of Education. These assurances are set forth below in the "General Assurances" section.

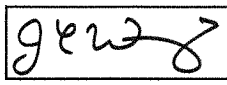
Instructions: These general assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in federal or state law, or by other significant change in the circumstances affecting an assurance in such application. The superintendent, agency head, or other authorized officer must sign the certification and return it to the following address. No payment for project/grant awards will be made by this agency without a current signed General Assurances form on file. For further information, contact the Florida Department of Education, Bureau of the Comptroller, at (850) 245-0401.

Certification:

I, the undersigned official am legally authorized to bind the named agency/organization of the State of Florida, hereby apply for participation in federally funded and/or state-funded education programs on behalf of the named agency/organization below. I certify that the agency will adhere to and comply with the General Assurances, Terms, and Conditions and all requirements outlined in the "Project Application and Amendment Procedures for Federal and State Programs" (Green Book).

Manatee County School District	41	Dr. Jason Wysong, Superintendent
Typed Agency Name	Agency Number	Typed Name and Title of Authorized Official (Agency Head)

I certify that the agency will adhere to each of the assurances contained in this set of *General Assurances, Terms, and Conditions for Participation in Federal and State Programs* as applicable to the project(s) for which this agency is responsible.

	04/26/2024	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

Return original to: Florida Department of Education
Bureau of the Comptroller
914 Turlington Building
325 West Gaines Street
Tallahassee, FL 32399-0400

School districts, state colleges, state universities, and governmental entities are required to have a signed certification page of the General Assurances on file with the Department's Bureau of the Comptroller, bearing the original signature of the current superintendent for school districts or the current agency head/president that has legal authority to bind the agency.

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental entities are required to submit the certification page of the General Assurances with an original signature of the agency head who is legally authorized to bind the entity, along with each application submitted to the Department.

General Assurances

Assurance is hereby given that, to the extent applicable:

- The recipient has the legal authority to apply for the federal/state funding, and the instructional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in this/all applications submitted.

- The recipient will administer each program covered by the application in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements.

- The recipient will comply with all the requirements in the Department's *Project Application and Amendment Procedures for Federal and State Programs* (Green Book).

- The control of funds provided to the recipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.

- The recipient will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

- The recipient will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to documents, papers, and other such records shall be made available to authorized representatives of U.S. governmental agencies, including but not limited to, the federal awarding agency, Inspectors General, the Comptroller General, the Florida Department of Education, the Florida Department of Financial Services, and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.

- The recipient will submit such reports to the Florida Department of Education and to U.S.

governmental agencies as may reasonably be required to enable the Florida Department of Education and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.

- To assure that expenditures reported are proper and in accordance with the terms and conditions of the Project Award and approved project budget, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment. By signing the "General Assurances, Terms, and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

- To assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions outlined in the RFA and/or the RFP, the official who is authorized to legally bind the agency/organization agrees to the following certification. By signing the "General Assurances, Terms and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the RFA and/or the RFP. 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 false statements, false claims or otherwise.

- The recipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

- Any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public.

- For projects involving construction:

    - The project is not inconsistent with the Florida Department of Education's overall plans for the construction of school facilities.
    - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under Section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
    - When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- The recipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.

- The recipient will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

- The recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- The recipient will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

- The recipient will comply with all federal statutes relating to nondiscrimination. (These include but are not limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352], which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794], which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended [42 U.S.C. 6101-6107], which prohibits discrimination on the basis of age.)

- The recipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- The recipient will comply with the requirements of the Gun-Free Schools Act of 1994.

- The recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, "Audit Requirements" and/or Section 215.97, Florida Statutes, "Florida Single Audit Act" as applicable.

- The recipient assures that no federally appropriated funds have been paid or will be paid by or on behalf of the recipient 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 the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- The recipient will comply with the requirements in 2 CFR Part 180, Governmentwide Debarment and Suspension (Nonprocurement).

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

- The recipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.

- The recipient will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.

- The recipient will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.

- The recipient will comply with all applicable requirements of all other federal and state laws, statutes, executive orders, regulations, policies, terms and conditions governing each program funded.

- If applicable, the recipient will conduct assessments that are consistent with Section 1111(b) (3) of the No Child Left Behind Act.

- If applicable, the recipient will annually assess students who have been in the United States for three or more consecutive years, and the recipient will annually assess the English proficiency of all participating limited English proficient children, consistent with Section 1111(b)(7) of the No Child Left Behind Act.

- If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

- Failure to comply with the General Assurances or any aspect of the *Project Application and Amendment Procedures for Federal and State Programs* (Green Book) may result in more restrictive conditions or project termination.

Terms

Applicant - A school district or other entity seeking a project award from the Florida Department of Education.

Budget - The applicant's financial plan, in terms of accounts and amounts, showing use of funds for carrying out project objectives, services, or activities as found on the budget narrative form (DOE 101) and on other budget documents required by the Florida Department of Education.
Budget Period - The interval of time into which a project period is divided for budgetary purposes.

Capital Outlay - Equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is one year or more (Sections 216.011 and 273.02, Florida Statutes).

Conflict of Interest – Must disclose in writing any potential conflict of interest in accordance with applicable federal and/or state laws or policies.

Disbursement - Payment made in cash, by check, or via other electronic means.

Data Universal Numbering System (DUNS) - Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. The federal government's Office of Management & Budget has adopted the use of the DUNS numbers (unique entity identifier), for registering with the System for Award Management (SAM). A non-federal entity is required to have a DUNS number (unique entity identifier), and registered with SAM, in order to apply for, receive, and report on a federal award.

Equipment – A material item of a non-expendable nature, such as a built-in facility, a movable or fixed unit of furniture or furnishings, an instrument or apparatus, a machine (including attachments), instructional skill-training device, or a set of small articles whose parts are replaceable or repairable, the whole retaining its identity and utility over a period of time which is characteristic for items of its class, with a useful life of more than one year.

Mandatory Disclosure – Must disclose, in a timely manner, in writing all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting the project award.

Monitoring – Actions, activities, and practices used by the Florida Department of Education to determine that funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations.

More Restrictive Conditions - Special requirements or restrictions imposed on a project recipient as a condition of project approval by the Florida Department of Education.

Obligations - The amounts for orders placed, contracts awarded, services received, or for similar transactions during the stipulated project period, which will require payment during the same or a future period.

Private, Non-profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more corporations or associations whose net earnings do not benefit and cannot lawfully benefit any private shareholder or entity.

Private, For-Profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more individuals, partnerships, corporations, or associations whose net earnings do or can benefit any private shareholder or entity.

Project - The services, activities, or program that an entity agrees to provide for a specified period of time using state or federal funds awarded to a project recipient.
Project Application - An entity's request for a project award under state or federal education

programs administered by the Florida Department of Education.

Project Award - The approval of a project application as stated in the Project Award Notification sent to project recipients that specifies the amount of funds awarded, the project period, and any special requirements or restrictions to be imposed by the Florida Department of Education.

Project Period - The length of time for which a project has been authorized/awarded.

Project Recipient - The school district, a local education agency (LEA), colleges, universities, public agency [including faith-based organizations (FBOs) and community-based organizations (CBOs)], or non-public agency that has been awarded a project to provide services or activities described in a project application approved by the Florida Department of Education.

Roll-Forward - Unobligated balances of an award or project that are allowed to be continued in subsequent funding periods.

System for Award Management (SAM) - is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for SAM. All applicants must be registered in SAM before submitting an application for federal funding and continue to maintain an active SAM registration with current information at all times during an active award. A valid "unique entity identifier" will be required when applying with SAM (see Data Universal Numbering System (DUNS) for more information regarding the "unique entity identifier"). https://www.sam.gov/portal/SAM/#1

Supplies - All personal property (excluding equipment, intangible property, and debt instruments) items of expendable nature that are consumed, worn out, or deteriorated in use or that lose their identity through fabrication or incorporation into a different or more complex unit or substance.

Explanation of Grants Management Requirements

The following section elaborates on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

Accounts and Records

The recipient shall maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project for a minimum of five years (see Section C, Fiscal and Program Accountability, Record Retention, for additional information).

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for

general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

Unless otherwise stated, all project recipients shall use the project amendment requirements and procedures described in the *Project Application and Amendment Procedures for Federal and State Programs* administered by the Florida Department of Education (Green Book), Section B, Project Amendments.

Audits

This part is applicable for all non-Federal entities as defined in 2 CFR §200, Subpart F.

1. In the event that the recipient expends $750,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200, Subpart F. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements, the recipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

3. If the recipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F, is not required. In the event that 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, 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 non-federal entities).

Audits – State-Funded Programs

This part is applicable if the project recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the project recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. 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 the Department, other state agencies, and other non-state entities.

State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements above, the project recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

3. If the project recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the project recipient's resources obtained from non-state entities).

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.

Reports to be Submitted

Copies of reporting packages for audits conducted in accordance with 2 CFR §200, Subpart F, shall be submitted, as required by 2 CFR §200.512(d), by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- The Federal Audit Clearinghouse (FAC) in 2 CFR §200, Subpart F. requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c) to FAC at: https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx

Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- Auditor General's Office
  401 Pepper Building
  111 West Madison Street
  Tallahassee, FL 32399-1450

Copies of reports or management letter(s) shall be submitted by or on behalf of the recipient directly to:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- In response to requests by a Federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR §200.512(e).

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits completed in accordance with 2 CFR §200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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.

Davis-Bacon Act, as amended (40 U.S.C. 276a et seq.)

When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the

Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the DOL in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Parts 1, 3, 5, 6, and 7.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR §§§180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment. To assure that this requirement is met, there are four options for obtaining satisfaction that subgrantees and contractors are not suspended, debarred, or disqualified. They are:

The applicant certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.

- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR §§84.200 and 84.610, the applicant certifies that it will continue to provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- Establishing, as required by 34 CFR §84.215, an ongoing drug-free awareness program to inform employees about:

    - The dangers of drug abuse in the workplace.
    - The grantee's policy of maintaining a drug-free workplace.
    - Any available drug counseling, rehabilitation, and employee assistance programs.
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- Requiring that each employee engaged in the performance of the project is given a copy of this statement.

- Notifying the employee in the statement that, as a condition of employment under the project, the employee will:

    - Abide by the terms of the statement.
    - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR §84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

    Director, Grants and Contracts Service
    U.S. Department of Education
    400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
    Washington, D.C. 20202-4571

    (Notice shall include the identification number[s] of each affected grant).

- Taking one of the following actions, as stated in 34 CFR §84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.

    - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
    - Requiring such employee to participate satisfactorily in drug abuse assistance or

rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Making a good-faith effort to maintain a drug-free workplace through implementation of requirements stated above.

DUNS Number - Data Universal Numbering System

The federal government requires organizations to provide a DUNS number (unique entity identifier), and register with the System for Award Management (SAM), as part of their grant applications and proposals. The DUNS number (unique entity identifier), is a nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number (unique entity identifier), is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.

All recipients and sub-recipients funded with federal funds must obtain a DUNS number (unique entity identifier), and register with SAM prior to applying/receiving a Project Award.

EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the granting institution must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists.)* In addition, all application packages for discretionary grants and

cooperative agreements must include the "Notice To All Applicants"(attached) that explains the requirements of Section 427.

The statute highlights **six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age**. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Applicants should be asked to state in the table of contents where this requirement is met.

Department program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the applicant to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR §75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

Gun Possession

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

- The applicant certifies that in compliance with Section 1006.13(3) (a), Florida Statutes, any student who is determined to have brought a firearm, as defined in 18 U.S.C. s. 921, to school, any school function, or on any school-sponsored transportation will be expelled, with or without continuing educational services, from the student's regular school for a period of no less than one full year, and referred to the criminal justice or juvenile justice system.

- School boards may assign the student to a disciplinary program or second-chance school for the purpose of continuing educational services during the period of expulsion.

- Superintendents may consider the one-year expulsion requirement on a case-by-case basis and request that the school board modify the requirement if determined to be in the best interest of the student and the school system.

Indirect Cost and Administrative Fees

School District - The Department has been given authority by the U. S. Department of Education to negotiate indirect cost proposals and to approve indirect cost rates for school districts. School districts are required to develop an indirect cost proposal and, if they fail to do so, they will not be allowed to recover any indirect costs. Amounts from zero to the maximum negotiated rate may be

approved for a program or project by the Department of Education's Comptroller. Indirect costs shall only apply to federal projects.

State Agencies, Local Governments, Indian Tribal Governments, Universities, Colleges and all Non-Governmental Agencies - The Department will allow state universities, state colleges, private colleges and universities, and non-governmental agencies to charge an indirect cost (administrative and/or overhead) up to eight percent or the agency's restricted rate approved by the appropriate cognizant agency, **whichever is lower**. This rate may be charged on the total direct costs disbursed less the amounts of subcontracts in excess of $25,000, stipends, tuition and related fees, and items of equipment, alterations, renovations, and flow-through funds ("pass through" to another entity) on projects issued by the Department. This rate is intended to be all-inclusive of typical administrative and overhead costs, including but not limited to, rental of office space, bookkeeping and accounting services, and utilities. In the alternative, the Department will approve an indirect cost rate of eight percent plus the direct charges for typical administrative and overhead costs such as office space rental when such costs can be directly and appropriately allocated to the program. To recover indirect costs above eight percent, agencies other than school districts must furnish to the DOE's Comptroller's Office a copy of their current negotiated restricted indirect cost plan that has been approved by the appropriate cognizant agency. Amounts from eight percent to the maximum negotiated rate may be approved for a program or project by the Department's Comptroller. For agencies that may have indirect cost in excess of the eight percent limit may not charge directly, use to satisfy matching or cost sharing requirements, or charge to another federal award. Indirect costs shall only apply to federal projects.

Restrictions on Funds for Administration

Restrictions on the amount or percentage that can be charged to a project's administration (which includes indirect cost) will be reflected in the RFP or RFA and/or in the approved Project Award notification or amendment, where applicable.

Administrative Fee for Non-Federal Funds

An administrative fee may be approved by the Department for non-federal projects not to exceed five percent of the total cost of the project.

Interest Income

Based on Section 216.181(16) (b), Florida Statutes, and 2 CFR Part §200.305 (9), project/grant recipients shall remit on an annual basis all interest earned on cash advanced by the Department.

Lobbying

In accordance with Section 216.347, Florida Statutes, the disbursement of grants and aids appropriations for lobbying is prohibited. The Department may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes.

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined in 34 CFR §§82.105 and 82.110, the applicant certifies that:

- No federally 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- If any funds other than federally 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 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, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR §200, Subpart F, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. By entering into this agreement (Project/Grant), the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department 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 or Auditor General.

More Restrictive Conditions

Project recipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions. (See Section G, Conditions for the Approval of Project Applications and Project Amendments, or the Termination of a Project for additional information.)

Obligations by Project Recipients

Obligations will be considered to have been incurred by project recipients on the basis of

documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used.

Ownership of Products—Intellectual Property

The ownership of products resulting from a project, which are subject to intellectual property rights, shall remain with the Department unless such ownership is explicitly waived. The following terms and conditions apply to all grants and project recipients, unless explicitly waived:

- With respect to all products created by the grantee for this project, said materials will be the property of the Department.

- To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 U.S.C.S. 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the contractor shall assign and convey to the Department all right, title, and interest in the product or material and require its employees and subcontractors to do the same.

- The grantee agrees that its employees will not assert any ownership of the product produced under the project. The grantee shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Department's rights.

- Any claim by the grantee of ownership of pre-existing copyrights should be explicitly stated in the project documentation.

- The grantee agrees that if it hires any third party to perform any work on the project, the work shall be on a "work for hire" basis and shall not in any way infringe upon the Department's ownership of the product.

- The grantee agrees not to convey any rights in the product to a third party.

- If the grantee hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the grantee and the Department the non-exclusive license to use the product.

- A licensing agreement or other agreement regarding the use of intellectual property developed under the project may be developed between the Department and grantee in order to further the use of the products in the educational community.

Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute,

regulations, and guidance documents.

Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy both the Department's requirements and the specific requirements of 2 CFR §200.430, and will be based on payrolls documented in accordance with generally accepted practices of the local educational agency (LEA) and approved by a responsible official(s) of the LEA.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- Reflect an after-the-fact distribution of the actual activity of each employee
- Account for the total activity for which each employee is compensated
- Prepared at least monthly and must coincide with one or more pay periods
- Signed and dated by the employee

The U.S. Department of Education has approved for use in Florida a substitute system for allocating salaries to federal projects. As part of this substitute system, the Personnel Activity Reporting System (PARS) may be implemented by school districts so long as it is implemented in accordance with the Department's approved substitute system. This document is available upon request from the Department's Bureau of Contracts, Grants, and Procurement Management Services. When school districts choose to use the substitute system, no variations are allowed without specific written authorization from the Department. School districts choosing not to use the approved substitute system must implement a system that meets all of the requirements of both the Department and 2 CFR §200.430. School districts choosing to use the Department's substitute system must furnish to DOE's Comptroller's Office the district's policies and procedures, which specify the reporting months, as well as the actual time reporting instrument for approval. For each district given authorization to adopt a substitute system, a written approval/agreement will be in effect for the duration of the district's participation in the substitute system or until such time as the requirements change for the Department.

Note: This does not authorize school districts to consolidate administrative funds except as otherwise stated in the project award notification or to use "teams" as a basis for allocating personnel

cost. These methods apply only to the Department.

Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the Department and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

For state programs, funds shall be obligated no earlier than the effective date of the legislative appropriation, usually July 1.

All Project Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the project recipient.

Property

Property purchased, in whole or in part, with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules, and regulations, as follows.

Disposition of Equipment - Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005, Florida Administrative Code, when original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

- Items of equipment with an acquisition cost of less than $1,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency. Income received from these sales will not be reported to the Department.

- Items of equipment with an acquisition cost in excess of $1,000 and a useful life of one year or more may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

- In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and disposition actions.

The Department's policy concerning proceeds received from the sale of property with a current per unit fair market value of $1,000 through $5,000 is the net amount received from such sales will remain at the sub-grantee level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's project in which the sale occurred. It should then be reported on line 11 of the Project Disbursement Report (form DOE 399, DOE 499, or DOE 599) as a total for the fiscal year in which the sale(s) occurred. This identification of income is necessary to meet reporting requirements of the United States Department of Education. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. Income from the sale of this type of property should be recorded in the agency's special revenue account as other

income and identified as such for the federal cash advance reconciliation at the end of each fiscal year. If the agency is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Department to be forwarded to the United States Department of Education.[1] Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of $5,000, must be processed in accordance with 2 CFR §200.313(e)(2), with the assistance and written approval of the Department.

Disposition of Real Property - Disposition of real property will be handled on an individual basis. The local educational agency will also coordinate real property dispositions with the program coordinator responsible for the particular project or program from which the real property was purchased. Property purchased entirely with state funds shall meet the minimum requirements of the Auditor General as defined in the County and District Tangible Personal Property publication in addition to local procedures. (See Section F, Program Income, Interest Income, and the Disposition of Equipment, for additional information.)[2]

Inventory of Property – All project recipients must ensure that a complete physical inventory of all property is taken at least once each fiscal year. Chapter 69I-72.006, Florida Administrative Code.

Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, school districts and other local education agencies must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools.

Purchasing

All recipients and subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR §§200.317 – 200.326.

Reporting Requirements—Financial Disbursements

Federal project recipients on cash advance are required to report disbursements using the Cash Advance and Reporting of Disbursements System (CARDS)[3] and by submitting a Project Budget Summary and Disbursement Report (DOE 399, DOE 499, or DOE 599) annually for each active project. These reports must be received in the DOE's Comptroller's Office by the 20th of the month succeeding the final month in which the disbursements were made. Failure to submit these reports in a timely manner may result in a decrease or delay in the monthly cash advance or loss of funds. Other federal project recipients are required to report in accordance with instructions stated in the Project Award Notification. State project recipients shall submit reports as required by the Department. Audit reports shall be sent in accordance with Section 215.97, Florida Statutes, to:

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[1] Upon termination of a project, and at the discretion of the Department, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Department and all necessary actions to transfer the ownership records of the equipment/property to the Department or its designee, will be taken.

[2] Ibid

[3] CARDS Cash Advance and Reporting of Disbursements System), is scheduled to be replaced with FLAGS (FLA Grants System). When replaced, all references to CARDS will be FLAGS.

Florida Department of Education
Bureau of Contracts, Grants, and Procurement Management Services
344 Turlington Building
325 W. Gaines Street
Tallahassee, FL 32399-0400

Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal and state laws, rules, and regulations. Federal regulation 2 CFR §200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all ligation, claims, or audit findings involving the records have been resolved and final action taken.

In Florida, the General Records Schedule GS1-SL for State and Local Government Agencies (available at http://dos.myflorida.com/library-archives/records-management/general-records-schedules/) includes the following requirements related to grant files for recipients:

> This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five years after the completion of the project provided applicable audits have been released.

Access to records of the grantee and subgrantees and the expiration of the right of access is found at 2 CFR §200.336 (a) (c), which states:

> (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, including but not limited to the, Florida Department of Education, Florida Department of Financial Services, and the Auditor General of the State of Florida, must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
>
> (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Single Audit Act

- If a recipient expends **state** financial assistance equal to or in excess of $500,000 in a fiscal year,

that recipient is subject to the requirements of the Florida Single Audit Act (see Resources).

- If the recipient expends **federal** financial assistance equal to or in excess of $750,000 in a fiscal year, the recipient is subject to the requirements of the Federal Single Audit Act.

Projects/Grants awarded by the Florida Department of Education to subrecipients will be subject to audits and/or monitoring by the Department.

Supplement, Not Supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of nonfederal funds that would be available in the absence of federal funds, and in no case to replace these nonfederal funds.

The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

> When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Travel

All travel performed in connection with approved project activities must be in compliance with the current Section 112.061, Florida Statutes, which covers per diem allowance and travel expenses. The Florida Department of Education's Travel Manual is available at: http://www.fldoe.org/core/fileparse.php/5625/urlt/0076987-travelmanual.pdf .

Section 112.061(14), Florida Statutes, Applicability to Counties, County Officers, District School Boards, Special Districts, and Metropolitan Planning Organizations, establishes statutory authority allowing specified entities to establish travel reimbursement rates other than those established by Section 112.061(6)(a), (6)(b), and (7)(d), Florida Statutes. Each entity must comply in accordance with the statute, and include with the project application a copy of the applicable document, e.g., ordinance, resolution, policy, or rule, and have a detailed description on the project budget form.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Uniform Grants Guidance or UGG (2 CFR Part 200), went into effect on December 26, 2014, which consolidated previous requirements from OMB Circulars A-21, A-87, A-89, A-102, and A-110, A-122, A-133 into a uniform set of rules.. The focus for the change, from the Office of

Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These regulations are required for all federally funded projects/programs.

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

FLORIDA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

25B036

2024-25 21st CCLC Subrecipient Assurances

The subrecipient agrees to the program requirements and expectations for the implementation of the 21st CCLC program as outlined in the Request for Proposals (RFP) and the assurances below. Each assurance must be initialed by the Agency Head. The final page must be signed by the agency head.

Program Operations

The 21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier. (___)

Academic Focus

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students. (___)

Evidence-based Research

Program activities will be implemented based on evidence-based practices using the levels of evidence in the Every Student Succeeds Act. Activities must be based in evidence that shows that the students will meet challenging State academic standards. (___)

Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Subrecipients must also coordinate Federal, State, and local programs to make the most effective use of resources. (___)

Facilities

Program facilities will be as available and accessible to participants as the students' local school. The facilities have sufficient resources to provide all proposed and required activities. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP, Florida Statutes and Florida Administrative Code. (___)

Supplemental Meals

Students will be provided nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. A supplemental snack will be offered to each student, each day. A meal will be offered to each student when the program exceeds four hours of operation each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students will **not** be charged for costs associated with supplemental snacks/meals. (___)

Students with Special Needs

Students with special needs will be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated.(___)

Collaboration with Schools

The program was developed and will be implemented in active collaboration with the schools attended by participating students and the community.(___)

Community Awareness

The subrecipient gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission. (___)

Property

Property acquired with 21st CCLC funds will remain within the appropriate facility for continued use in the 21st CCLC program until the funding period has expired. If the 21st CCLC program no longer exists at the end of the program period, all equipment will be distributed to another federal program.(___)

Records Retention

The subrecipient will retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program or until such time as all pending reviews or audits have been completed and resolved.(___)

Monitoring and Evaluation Activities

The subrecipient will fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the Florida Department of Education (FDOE) and/or authorized representatives. The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the United States Education Department (USED).(___)

Student Safety

The subrecipient will ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other

emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.( )

Suspension of the Grant

The department may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement.( )

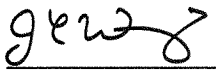
Financial Consequences

If the subrecipient fails to meet and comply with the activities established in the approved application or make appropriate progress on the activities, and they are not resolved within two weeks of notification, the department will (1) approve a reduced payment, (2) request the applicant redo the work, if possible and/or (3) terminate the project. Activities subject to financial consequences include failure to meet student attendance targets, operate the program as indicated in the program schedule, report programmatic data, submit deliverables or meet the performance goals of the program.( )

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency will comply with program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the RFP.

Agency Name *School District of Manatee County*

Agency Head or Authorized Agency Representative



Signature

Dr. Jason Wysong

Printed name

Title **Superintendent**

Date 04/26/2024

Phone No. **941-708-8770**

Email **wysongj@manateeschools.net**

Assurance of Providing Equitable Services for Private Schools (Private School Participation)

21st CCLC programs are required to provide equitable services to eligible private school students, teachers and other education personnel. Applicants must assure that the agency has and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education service areas. 21st CCLC programs must, at a minimum, consult with officials from those private schools located in the specific geographic area(s) served by program site(s).

In accordance with 34 C.F.R. Part 76.656, provide the following information in reference to consultation and participation of eligible private schools in Title IV, Part B, 21st CCLC:

(a) A description of how the applicant will meet the federal requirements for participation of students enrolled in private schools.

The district conducts an annual Private Schools Meeting each November. This is an ongoing consultation and communication with private schools to identify needs and qualifying students. Private schools may choose to opt out of services at anytime during the process. Communications with private schools not opting out occur twice per year and may be conducted in person and/or via email, phone calls or certified letters.

(b) The number of students enrolled in private schools who have been identified as eligible to benefits under the program.

At this time no private school students have been identified for services. Through ongoing consultation, students may be identified, and appropriate services offered.

(c) The places and times that the students will receive benefits under the program.

If students are identified as eligible, they will receive services through the School District of Manatee County's 21st CCLC grants. Services will be provided at the targeted schools on the dates, days and times outlined in the site profile worksheets.

(d) The differences, if any, between the program benefits the applicant will provide to public and private school students, and the reasons for the differences.

There will be no differences in the services and benefits provided to public and private school students. All students regardless of the school in which they attend will receive the same level of services including days of operation, hours of operation, and activities.

☑ Check this box if there are NO private schools located within the geographic area(s) of the site(s) where the 21st CCLC program is located.

Florida 21st Century Community Learning Centers (21st CCLC)
Program Year 2024-25

Agency Name	School District of Manatee County
Agency Head or Authorized Agency Representative	 **Signature**
	Dr. Jason Wysong **Printed name**
Title	**Superintendent**
Date	04/26/2024
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

2022-2023 Scope of Work
Agency Name: Manatee County School District
Project Number: 410-2443B-3C003
Program Name: Middle School (Lee and Lincoln)

Section 1: Project Abstract/Summary

The School District of Manatee County (SDMC) operates the Middle School Grant at Electa Lee Middle School, 4000 53rd Avenue West, Bradenton, FL 34210 a Community Learning Center. Eighty 6th-8th grade students are provided programming during the school year from 7:45AM - 8:45AM in the morning and 4:15PM - 5:45PM in the afternoon, Monday – Friday beginning August 10, 2022 - May 19, 2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology, engineering, and math (STEM); healthy and active lifestyles; well rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

A six-week summer program June 5, 2023 - July 20, 2023 will be provided for eighty students from 8:00AM - 1:00PM.

The School District of Manatee County (SDMC) operates the Middle School Grant at Lincoln Memorial Middle School, 305 17th Street East, Palmetto, FL 34221 a Community Learning Center. Eighty 6th-8th grade students are provided programming during the school year from 7:45AM – 8:45AM in the morning and 4:15PM - 5:45PM in the afternoon, Monday – Friday beginning August 10, 2022 - May 19, 2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology, engineering and math (STEM); healthy and active lifestyles; well rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

A six-week summer program June 5 - July 20, 2023 will be provided for eighty students from 8:00AM - 1:00PM.

We believe that having a successful program means tying family and community involvement in schools to positive student outcomes. Lee and Lincoln Middle Schools plan to increase parent involvement through family events and workshops. Five (5) events will be designed to help family members improve their involvement in their child's education. Workshop dates and information will be disseminated via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish. Participation will be monitored through sign-in sheets. Events will last approximately one hour and will provide parents with information designed to help them assist their child with educational activities at home including reading strategies, math skills and simple STEM projects. In addition, community partners will help to provide valuable and educational workshops/events for the adult family members offered in the late afternoon/early evening. As more 21st CCLC families become involved, the expectation is there will be an improvement in student academic performance.

Section 2: Site Level Funding
See FRG in attachments.

Section 3: Applicant Capacity

	Number of Years	Dates of Operation
21st CCLC	10+	2002 - present
Federal Funding	10+	1965 - Present
Other Types	10+	1980 - Present

EXPERIENCE WITH EXTENDED LEARNING PROGRAMS: The School District of Manatee County(SDMC) has substantial experience in efficiently operating effective and impactful extended learning programs for over 20 years. SDMC offers out-of-school programming and extended learning programs throughout public schools and public charter schools in Manatee County. With over 50,000 students attending SDMC public schools, a significant effort has been made to focus on the support and improvement of out-of school programs in Manatee County.

The District's Extended Day Enrichment Program (EDEP) operates before and after school programming in 27 elementary schools during the school year. EDEP offers daily academic enrichment along with fun and engaging activities for students. In addition, SDMC operated a successful Supplemental Educational Services (SES) program from 2005 through 2013. SDMC was only one of five districts in Florida running the program as a district-based SES provider program. More than 600 students were tutored each year and on average, 89% achieved learning gains over the program's tenure.

EXPERIENCE USING FEDERAL FUNDING: As noted above, the School District of Manatee County has tremendous experience in obtaining, overseeing, and managing federal funds, with substantial federal funding used specifically to support Extended Learning Programs. In addition to centralized support of out-of-school programs, SDMC has also received federal, state and local funds to help provide out-of school programs with limited burden on the families and students. More specifically, the SDMC Department of Federal Programs oversees millions in annual funding specific to offering expanded learning opportunities to students in Title 1 schools (e.g., after school tutoring, Saturday school and summer programs). Over the past 8 years, Title III funds have been used each year to tutor English Language Learners (ELL) during the extended learning time. Further, federal funds are used to host summer program camps for middle school students and elementary school students at Title 1 schools. The SDMC Exceptional Student Education Department also offers expanded learning opportunities for students with special needs through tutoring programs and extending the school year into the summer. The Adult, Career and Technical Education Department has raised over 75 million in funds over the past 18 years and oversees many local, state and federal programs. Grants include School Transformation, Perkins and Small Learning Communities. The SDMC School Improvement Department has utilized grant funds in Title 1 schools to extend the regular school day, provide after school tutoring and professional development for teachers and staff. In total, during the 2021-2022 school year, SDMC has overseen $134.4 million in federal funding to support students during the regular day and through extended learning opportunities. Additionally, SDMC has received funding to support extended learning opportunities from a variety of local foundations, associations and corporations - including the Manatee Education Foundation, Dollar General, Verizon, AAA, the Laura Bush Library Grant, and VW Foundation. These grants and donations provided smaller awards to individual schools and teachers.

EXPERIENCE WITH 21ST CCLC PROGRAMMING: SDMC has operated 21st CCLC programs for over 20 years and received more than $12 million across 9 grants to serve K-12 students in 19 schools. Lincoln Memorial Middle school has been successful implementing the program for students over the past five years. Based on standardized testing data from 2018-2019 summative reports, regularly participating students attending the 21st CCLC program had a 42% increase in academic achievement level in reading and 59% increase in math. Additionally, reading and math quarter grades increased with 62% of students meeting reading proficiency and 63% meeting math proficiency. This program is vital to the community. 21st CCLC has provided parents a safe and secure place for their children to receive support for academics and enrichment activities. Students benefit from more time in the classroom and receiving homework help from certified teachers. Teachers and staff have stated students who participate the 21st CCLC program attend school more regularly, complete their homework effectively and have better behavior. SDMC has implemented the proposed 21st CCLC services over the years to meet federal, state and district requirements.

The 21st CCLC Middle School Grant will be housed within the district's Curriculum Department and the Extended Day Enrichment Program (EDEP) that provides programming during non-school hours to 27 public schools. With this placement, the district will be able to leverage the experience, resources and staff of EDEP including an experienced Program Director with over 20 years facilitating 21st CCLC programs. Lee and Lincoln Middle schools will be managed by a full-time Site Coordinator at each site ready for immediate implementation providing strong site leadership. In addition, each site will have a 21st CCLC Program Team comprised of representatives from the school district, community, school administration, teachers, parents and/or students.

PROGRAM ADMINISTRATION AND FISCAL MANAGEMENT: SDMC is committed to a high level of transparency with regard to processes, practices and investments. School level expenditures are made public by school. Providing full disclosure of all relevant fiscal information in a timely and systematic manner, www.manateeschools.net is used as the vehicle to publish these documents. All matters of the budget are approved by the School Board, comprised of five elected officials. The Board has no vested financial interest in program operations.

PROGRAM EVALUATIONS: To appropriately track and encumber obligated expenditures, function and object codes will be set using the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Program funds, records and budgetary expenses will be housed, tracked and reconciled by the program bookkeeper located at the district's Professional Support Center. All actions will be approved by the Program Director, Curriculum Director and the school district's Finance Department. The District has extensive experience collecting, maintaining, analyzing and reporting accurate program evaluation data. Processes include ongoing professional development, FOCUS student information system that tracks all student data and oversight from the school district's Research and Assessment Department.

PROGRAM IMPLEMENTATION: SDMC has experience in providing a broad range of services. These services are in line with the 21st CCLC program goals and approved activities from standards-based education to nationally-awarded STEM programming to research-based curricula within 48 traditional school sites as well as alternative sites. The Middle School Grant has the support of parents, the community and District to ensure the program is implemented with fidelity.

Section 4: Building Your Program Team

PROGRAM TEAM: The School District of Manatee County worked with district administrators, school administrators and staff, community partners and parents to develop a strong Program Team with the ability to inform the proposal, support the implementation of the

grant, and provide ongoing insight into the continuous improvement of the 21st CCLC grant. As part of the proposal development process, the Program Team became an integral part of identifying needs, determining ideal operational considerations, and informing the best activities to meet the needs of all stakeholders. The Program Team is composed of stakeholder representatives that are fully capable of speaking on behalf of their fellow stakeholders (e.g. teachers, community-connected parents, high-level school administrators, district level contacts and secondary institution representatives).

PROGRAM TEAM MEMBERSHIP: The Program Team member selection was a critical task to ensure the most knowledgeable individuals were included to help design the 21st CCLC proposal and the associated activities. All individuals on the Program Team have provided letters of commitment to continue serving on the Program Team for the duration of the four year grant. It is anticipated that the Program Team will grow in future years, as additional individuals are identified that would help improve the 21st CCLC program and the services to students and families (e.g. new teachers, new parents, new students in the school, etc.). Ultimately, the Middle School Grant's Program Team includes team members who collaborated, contributed and provided their expertise in the development of the application.

The team members for Lee Middle School are:
Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Ginger Collins - Principal (School Administrator)
Gary Crawford - Community Member
Kristen Bowden - Parent of Student at Lee Middle School
Danielle McClellan - Teacher at Lee Middle School
Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming. Ginger Collins, Principal at Lee Middle School brings over 25 years of experience in schools as a Teacher and Administrator. She brings a wealth of knowledge regarding supplemental services outside of the regular school day. Gary Crawford serves as the community representative bringing relevant information about community partnerships and support services.
Kristen Bowden is the parent representative and serves as the voice of family members and their needs.
Danielle McClellan is the Testing Coordinator and Data Coach for Lee Middle. Her knowledge of student achievement adds value to the program team.
Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years of experience, Carol's expertise will support a smooth transition between secondary and post-secondary institutions.
Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired and will be a permanent member of the Program Team.

The team members for Lincoln Memorial Middle School are:
Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Ronnie King - Principal (School Administrator)
Irene Nikitopoulos - Assistant Principal (School Administrator)
Alfred James - Community Member
Kerline Ilfra - Parent of Student at Lincoln Middle School
Chandoue Lawrence - Teacher at Lincoln Middle School

Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming. Ronnie King, Principal at Lincoln Memorial Middle School brings many years of experience in education. Irene Nikitopoulos, Assistant Principal has served as a teacher, curriculum specialist and school administrator. Both administrators have organized several school based instructional programs aimed at increasing student achievement. In addition, both have 21st CCLC experience. Alfred James and Kerline Ilfra serve as the community and parent members bringing relevant information about community and family needs. Chandoue Lawrence serves as a Dean at Lincoln Memorial Middle. She is the current 21st CCLC Site Coordinator and has years of teaching experience. Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years of experience, Carol's expertise will support a smooth transition between secondary and postsecondary institutions. Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired as a permanent member of the Program Team.

PROGRAM TEAM TASKS: The Program Team from both schools was involved in all stages of the application process. The Teams met on several separate occasions to assess program needs, evaluate community and school resources, identify program operations and any gaps in services that could be addressed by a 21st CCLC program, and develop and select activities for inclusion in the final 21st CCLC proposal. Quarterly meetings will be held throughout each project year to ensure activities are implemented with fidelity, while also ensuring progress towards proposed outcomes and operations. The Program Team will work together to plan, revise and modify program activities to ensure the quality of the continuous improvement process, including engagement of all stakeholders and plans for sustainability.

Lee and Lincoln Middle Schools have secured partnerships with:
University of Florida/IFAS
Extension,
Van Wezel,
Manatee Technical College,
The Bishop Museum of Science and Nature,
Manatee Education Foundation,
Extended Day Enrichment Program (EDEP),
Soar in 4/Florida Grade Level Reading Campaign and
Adult, Career and Technical Education (ACT) department.

Lee Middle School currently partners with
the MASH initiative and Avenue941.
Mr. GaryCrawford, community program team member, is the business representative for both partnerships. They provide non-monetary mentoring, attendance monitoring and support services.

Lincoln Memorial Middle School partners include Boys and Girls Club of Manatee County (BGCMC) and Replay. BGCMC offers daily access to a range of programs in 3 core areas: academic success, good character and leadership, and healthy lifestyles.
Replay Outreach is a non-profit organization that encourages at-risk teens to uncover their purpose in life, learn to manage their behavior, and gain the skills and attitudes that will lead to

success. Each school will continue to seek additional partners who can provide monetary donations, goods and services, resources and volunteers.

In addition, the district will continue to secure an agreement with the National School Lunch Program to provide a daily nutritious snack during the after-school component.

Section 5: Engaging Stakeholders

IDENTIFIED STAKEHOLDERS: Stakeholders are partners in the development, implementation and continuous improvement of the learning community center. The engagement of stakeholders has several explicit purposes; (1) identify the needs of the students, families, schools and communities; (2) identify current gaps in programming and services where funding could best be applied to support students and families; and (3) identify specific activities and subject areas that best support and address the identified needs and gaps. The process of identifying and engaging stakeholders in the planning and design of the program helped inform the final grant proposal. With feedback from each stakeholder group, the program has been thoughtfully designed to meet the needs of students and their adult family members. The program is site-specific, age-appropriate and designed for each school's unique environment. The Program Teams determined the most valuable stakeholders to engage through the 21st CCLC were:
(1) Reading and Math Teachers - School day teachers are crucial to the development and continued success of the community learning center. 21st CCLC will play a vital role in supporting student learning of the new B.E.S.T. (Benchmarks for Excellent Student Thinking) standards and provide activities to compliment core academic programs. Program teachers and staff will regularly communicate with school day teachers in order to align lessons with day-to-day classroom instruction. This communication will occur at least weekly through emails, phone calls and meetings. Topics of discussion will include student attendance, behavior and academic needs. Feedback will be used to revise activities in order to better support what students are learning and/or identify areas needing additional support. With the support of these regular day teachers, the Program Teams believe students attending the program will have a better chance of meaningful change that will be reflected in their academic performance and during teacher observations.

(2) Adult Family Members - Parents, guardians and caregivers are key for successfully implementing and sustaining effective programming. Through parental support and involvement, students will be more successful at school and home. At least 5 parent engagement events will be provided for parents through the 21st CCLC Grant throughout the program year. Events will promote the importance of parents supporting their child's education through strategies for helping with homework and independent reading and math skills. Participating parents will complete a survey after each event to provide feedback on areas of program improvement and additional needs. A portion of each event will be used to discuss and share ideas pertaining to program enhancement. The Program Teams noted that parent engagement is a struggle across the targeted population; however, services under the 21st CCLC grant will give them the tools to improve and understand the educational process.

(3) Students - The Program Teams noted the importance of engaging students in the process as they are essential to 21st CCLC program success. Just having students attend the program is not as powerful as ensuring they have a voice. Surveying students gives them that voice and allows participation in the program design. Throughout the program year, students will be surveyed to gain valuable feedback on future programming.

(4) Community Partners - SDMC has established strong partnerships within this grant proposal. Community members consist of nearby retirement communities, businesses, local organizations and established partners. The community supports the school district's 21st CCLC Middle School Grant as a way to close the gap in services for the county's most at-risk children. The Program Teams will meet at

least quarterly with community stakeholders to discuss specific topics in areas of need and support for students. Meetings will provide feedback for future program planning and sustainability.
During the design process, each Program Team meaningfully surveyed teachers, parents, students and potential partners to identify what is needed in a community learning center. SurveyMonkey was used to create, collect and analyze survey results. Paper surveys were available to stakeholders without access to a computer.

The Know Your Schools Portal indicates Lee Middle has 51 teachers and 782 students. Data was collected from 59% of teachers, 24% of students, 10% of parents and 5 partners. In addition, the portal indicates Lincoln Memorial Middle has 22 teachers and 332 students. Data was collected from 36% of teachers, 12% of students, 11% of parents and 4 partners.

Ongoing collaboration throughout the grant will ensure the community learning center continues to meet the needs of all stakeholders.

Section 6: Assessing Program Needs

NEEDS ASSESSMENT: The School District of Manatee County serves 50,953 students with 50.1% receiving free/or reduced lunch. More than half of the student body is of a minority race 52.6% with 33.1% of Hispanic/Latino origin and 13.7% Black. A needs assessment was critical in formulating an in depth understanding of Lee and Lincoln Middle Schools' needs. The data was gathered from a number of sources including the Florida Department of Education, Lee and Lincoln Middle Schools' Improvement Plans, the Know Your Schools Portal, district assessment data, and stakeholders.

LEE MIDDLE SCHOOL:
Lee Middle School serves 780 students in 6th through 8th grade. The school is located in a suburban area surrounded by businesses, shopping plazas, rental apartments and established neighborhoods. It serves a diverse community with students choosing to attend the magnet program. Situated along a major thorough fare many students are bussed to school or transported by parents. Based on the Community Eligibility Program, an alternative approach for offering school meals to local schools based on former free and reduced student numbers, 100% of students receive free lunch.

ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: English Language Arts (ELA) is a focus area with the School Achievement being at 34%, which is 20% below the State percentile. As well, the school ELA Learning Gains were at 49% which was below the State learning gains by 5%. These comparisons fall greatly below the State averages and therefore are considered a critical need. The area of focus for Math is a need to increase the school student achievement from 36% as earned on the 2018-2019 FSA to a 5% gain for a total of 41%. Another area of focus is on learning gains with a 2018-2019 school percentage score of 45% a need to increase by 5% for an overall total of 50%.

There has been a two-year decline trend in the Student with Disabilities (SWD) sub-group. SWD declined by 1% in Math and Science Achievement and a need for a 10% gain in overall achievement. SWD learning gains need to be reinforced and supported by remediation, tutoring and consequentially mastery of standards. Push-in and pull-out tutoring opportunities will be made available through scheduling teacher aides to specific classrooms and supplementing learning opportunities with iReady, Reading Plus, vocab. com, IXL and Study Island.

Lee's ESE student population is at 31% proficiency and has been low performing for two years. Additional low performance groups were ELL students and Black/African (B/A) American students both at 40% proficiency.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: Based on the Title 1 comprehensive needs assessment there is a critical need to provide students with more opportunities for standards based academic tutoring and enrichment. Added enrichment could further advance the success of lower performing students.
1st & 2nd Quarter Benchmark data for ELL & SWD students shows the following:
ELL 6th grade ELA proficiency: Q1 39.4% Q2 24.8%
ELL 7th grade ELA proficiency: Q1 20.4% Q2 16.7%
ELL 8th grade ELA proficiency: Q1 33.3% Q2 33%
SWD 6th grade ELA proficiency: Q1 19.6% Q2 22.4%
SWD 7th grade ELA proficiency: Q1 9.1% Q2 3.1%
SWD 8th grade ELA proficiency: Q1 22.7% Q2 26.2%
ELL 6th grade Math proficiency: Q1 43.4% Q2 31.7%
ELL 7th grade Math proficiency: Q1 33.3% Q2 34.6%
ELL 8th grade Math proficiency: Q1 24.7% Q2 20%
SWD 6th grade Math proficiency: Q1 10.6% Q2 8.2%
SWD 7th grade Math proficiency: Q1 16.7% Q2 18.2%
SWD 8th grade Math proficiency: Q1 24.4% Q2 27.3%
Algebra (acceleration)
Quarter 1: 71.3% proficient
Quarter 2: 65.4% proficient
Geometry (acceleration)
Quarter 1: 63.6% proficient
Quarter 2: 72.7% proficient
Acceleration courses also include French, Spanish, English 1, and Digital Information Technology. Lee provides advanced courses in all core classes at every grade level.

The Math and Science Departments had the largest gap at 22 percentage points below the State. The factors that contributed to the Science department scores include the high ELL population at Lee Middle School and the unique vocabulary to scientific terms. Science is only tested in one grade level and has a spiral curriculum with students being State tested in only eighth grade. A final factor is lack of inclusion of hands-on and engaging science activities.

Discipline:
The largest number of discipline referrals so far this year has been tardies, with disruptive behavior as the second highest number of referrals.

Absences:
Average Daily Attendance
21/22 School Year (as of 3/31/22)
6th grade: 88.26%
7th grade: 87.81%
8th grade: 85.52%

A Graduate Enhancement Technician employed at Lee Middle School is focused on improving attendance and reducing tardies through incentives and monitoring policies for daily and weekly tracking of students at all three Tier support levels.

Physical Fitness: As included in the Florida Department of Health in Manatee County's "Annual Report," it's recognized "adult and childhood obesity are influenced by healthy eating and physical activity habits." The report goes on to state that the level of physical activity, particularly among children, depends on the availability of "physical activity opportunities." Communities and schools like Lee Middle

need to offer these opportunities to increase physical activity. This contributes to the overall health and attitude of our students.

STAKEHOLDER SURVEYS: Data was collected from 59% of teachers, 24% of students, 10% of parents and 5 partners. 98% of TEACHERS surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. Teachers identified the following three areas as the greatest need: reading at grade level, understanding math concepts and behaving in class. They feel structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community. STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in the area of homework, math and reading. Over 90% of PARENTS surveyed stated their children needed after school programming, however, 89% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day. Five potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support and enrichment opportunities.

LINCOLN MEMORIAL MIDDLE SCHOOL:
Lincoln Memorial Middle School serves 332 students in 6th through 8th grade. Lincoln is located in Palmetto, a city within Manatee County, Florida. Rich in historical tradition, the school was created prior to desegregation, and was the only all black high school in the county. Palmetto has traditionally been a low-income community, and most of Lincoln's student population continues to come from low-socio economic circumstances. The community has been plagued with violence and drug use; few students continue their post high school years in academics.
ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: Based on District Quarterly Benchmark data measured during Winter, 2021, 42% of students were at grade-level proficiency for Reading and 49% of student were at grade-level proficiency for Math. Both results are below the state average as measured by 20/21 FSA Scores. Over 95% of Lincoln Memorial Middle School students were tested during this District Benchmark assessment.

Greatest Need (ELA and Math): The areas of greatest concern were those students in the following grades:
- 7th grade where grade-level proficiency in Reading was measured at 37%
- 6th grade where grade-level proficiency in Math was measured at 30%.
- Sixth grade and 8th grade achievement levels in Reading were recorded at 41% and 47% respectively, while math proficiency was recorded at 41% for 7th graders and 67% for 8th graders.

Gains (ELA and Math): Overall gains from 21/22 Winter Quarterly Benchmarks were measured at 59% for Reading and 57% for Math. Although more than half of students showed gains, the data revealed an area of concern for 6th grade students where only 24% of students showed improvement. The data also indicated that although the lower quartile made significant growth (over 68% showed gains in both Reading and Math), students who were already at grade-level were not as likely to show improvement.
Science: Although a 16-percentage point increase was seen in Science comparing the 21/22 Winter Quarterly Benchmark to the previous SSA, only 34% of 8th grade students were considered proficient. This is significantly below the state average of 45% as measured by the 20/21 Statewide Science Assessment. Similarly, the 21/22 Winter District Benchmark assessment revealed that 59% of students

were proficient which is once again below the State average of 64%.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: Based on Lincoln's Title 1 comprehensive needs assessment there is a critical need to provide students with more opportunities for standards based academic tutoring and enrichment. Added enrichment could further advance the success of lower performing students.

Acceleration: Lincoln Memorial's "Acceleration" rate centers on the number of students enrolled in Algebra and Geometry. Currently, approximately 20% of students in 7th and 8th grades are participating in advanced courses (29 students in Algebra and 11 in Geometry). Our need is to increase this percentage to 50% to be consistent with other high-performing schools in our District. Using the Power Index, areas of greatest need for improvement and therefore most focus are the following:
(1) Middle School Acceleration – Algebra 1 and Geometry
(2) Lowest Quartile Learnings Gains in both ELA/Reading and Math
(3) Subgroups focusing on: ESE and ESOL (Based on a review of data, many of these students also fall into our L25 lists and therefore have an impact in multiple areas)
Sub-Groups (Achievement): Several subgroups showed deficiencies in proficiency levels as compared to all other subgroups. This aligns with subject areas that are already considered below grade level, specifically 7th grade ELA. Further, ELL populations are showing deficiencies as compared to other groups in 7th grade ELA, while Lincoln Memorial's black population is showing deficiencies in 8th grade Science.

Physical Fitness: As included in the Florida Department of Health in Manatee County's "Annual Report," it's recognized "adult and childhood obesity are influenced by healthy eating and physical activity habits." The report goes on to state that the level of physical activity, particularly among children, depends on the availability of "physical activity opportunities." Communities and schools like Lincoln Memorial Middle need to offer these opportunities to increase physical activity. This contributes to the overall health and attitude of our students.

STAKEHOLDER SURVEYS: Data was collected from 36% of teachers, 12% of students, 11% of parents and 4 partners. 99% of TEACHERS surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. Teachers identified the following three areas as the greatest need: reading at grade level, understanding math concepts and behaving in class. They feel structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community. STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in the area of homework, math and reading. Over 95% of PARENTS surveyed stated their children needed after school programming, however, 100% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day. Five potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support and enrichment opportunities.

Section 7: Intentionally Designing Activities

ACADEMIC ENRICHMENT: READING/ENGLISH LANGUAGE ARTS
The Middle School Grant will provide 21st CCLC students with activities that directly align with Florida's B.E.S.T. standards and the needs assessment findings outlined previously, particularly the reading needs demonstrated by prior FSA performance data, teacher feedback, parent feedback, and overall recommendations from the Program Teams. The ELA activities will focus on reading areas that are challenging for students such as vocabulary, fluency, and comprehension for all grade levels. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Lee Middle School will use the following curriculum to support students: Lexia Power Up Reading, and Leveled Readers along with Edginuity for credit recovery. Lincoln Memorial Middle School will use the following curriculum: Lexia Power Up Reading, SIPPS, USA Test Prep and Scholastic Scope and Action Magazine. In addition, Edginuity will be used for credit recovery.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes the thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: According to the needs assessment stakeholder survey data for both schools, students targeted for the 21st CCLC program need additional reading support. Reading interventions that begin early in the primary grades have shown to benefit students in secondary grades. ELA data for Lee Middle School shows student achievement being 34% and learning gains at 49%; both falling greatly below state averages and are therefore considered a critical need. Lincoln Memorial Middle School data shows 42% were at grade level proficiency for reading which falls below the state average as measured by 2020-2021 FSA scores. Research suggests struggling to read in younger grades must be addressed or students risk ongoing struggles throughout their education. Teengagement Solutions, a purposeful standards-based program addresses the essential skills needed for college and career readiness. Students will develop skills in reading, writing and standards-based assessments while cultivating traits needed to become conscientious, capable contributors in society. Teengagement Solutions transforms teen literacy. Additionally, family literacy nights will be planned to provide opportunities for adult family members to acquire English language and literacy skills while empowering them to become more involved in their children's education.

EVIDENCE AND REFERENCES: Overall, the activities and lessons are selected and designed to provide research-based, reading support and interventions for students in 6th through 8th grade. The components for the reading activities were selected to best impact reading comprehension, reading fluency and reading achievement for 21st CCLC students. Although little information for the selected reading programs was found on the What Works Clearinghouse (WWC), several studies were found that support the Tier 1 interventions and recommendations requiring research totaling at least 300 participants. The "Report of the National Reading Panel" (NICHD, 2000) provides equally compelling evidence for explicit, systematic instruction for each of the five essential components of literacy

(phonemic awareness, phonics, fluency, vocabulary, and comprehension). "Explicit instruction in reading makes a difference in student outcomes, especially for those who are low achieving" (Denton et al., 2003, p. 202). "Explicitness has been a component of instruction in studies documenting improved outcomes in phonological awareness, decoding, and the application of comprehension strategies for the understanding of text" (Denton et al., 2003, p. 202).

FREQUENCY: Reading activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year. Family literacy activities will also be planned so children and parents can experience reading together.

ACADEMIC ENRICHMENT: MATHEMATICS
Math will focus on standards-based activities, project based learning, and hands-on learning with manipulatives. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Math lessons will come from supplemental materials from the core academic math program used during the regular school day. Additional math curriculum will include ALEKS, Acaletics and other intervention and support materials. In addition, Edginuity will be used with for credit recovery.

INTERVENTION DESCRIPTION: Concrete-Representational-Abstract (CRA) is an approach to teaching math. All topics in math can be taught using CRA. Students do not have to progress through the concrete to get to the representational and abstract phases. Students often work at the concrete and abstract or representational and abstract phases at the same time. With CRA, students work with hands-on materials that represent math problems (concrete), pictorial representations (representational), and problems with numbers and symbols (abstract). The teacher explicitly bridges the connection between the three components of the math problems.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes the thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on the collected survey data, teachers, parents and students indicated the need for additional math support. Lee Middle School has a need to increase student achievement in math from 36% to 41% which would be a 5% gain. Specifically, math achievement of students with disabilities declined. 49% of students attending Lincoln Memorial Middle School meet proficiency in math yet this is still below the state average. Parent involvement is a primary factor in supporting students' educational success. The 21st CCLC program will plan family events so parents feel knowledgeable and comfortable to help their children succeed in mathematics. The events may be led by afterschool staff or local experts from the community.

EVIDENCE AND REFERENCES: While the What Works Clearinghouse did not include information on the selected math programs, support for math was clearly indicated in the needs assessment. When

teachers provide effective math instruction, teachers can reduce the performance gap between students who are at risk for math (Clarke, Smollkowski, Baker, Fien, Doabler, & Chard, 2011). Students with learning disabilities who receive effective math intervention develop critical skills like problem-solving and abstract reasoning, which are necessary for math proficiency (Gersten, Chard, Jayanthi, Baker, Morphy, & Flojo, 2008; Allsopp, Lovin, & van Ingen, 2017). Results of a study of middle school math teachers indicated students who learned using the CRA method to solve equations outperformed peers receiving traditional instruction (Witzel, Mercer, & Miller, 2003). CRA methods teaching place value, fractions, addition, subtraction, multiplication, algebra and word problems are supported by research (Mancl, Miller, & Kennedy, 2012).

FREQUENCY: Math activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year.

ACADEMIC ENRICHMENT: SCIENCE/STEM and CAREER COMPETENCIES AND READINESS: Through STEM, students will engage in experiential education that excites, engages, and enriches through a hands-on, learn-by-doing approach in science, technology, engineering and math. Skills will be taught so that all students can understand and build on prior knowledge. STEM activities will include career competencies and career readiness.

ACTIVITY/DESCRIPTION: STEAM-Woz ED – LEE MIDDLE SCHOOL
The Woz ED program will support our focus on employment and career competencies and readiness. The Woz lessons are purposefully designed to build an engineering mindset while developing the soft skills employers value. Woz ED resources help students authentically explore their future in the tech economy. Collaboration, problem solving, and critical thinking are inherent in every project. Students will participate in robotics, engineering, digital and graphic design, along with animation and coding. 21st CCLC groups will participate in STEM competitions throughout the year.

ACTIVITY/DESCRIPTION: STEM-SOLIDWORKS AND PITSCO PROJECTS – LINCOLN MEMORIAL MIDDLE SCHOOL
Solidworks and Pitsco Projects will support science, technology and math as well as career competency and readiness. Solidworks is a complete 3D software program where students create, simulate, publish and manage data. Solidworks solutions are easy to deploy, easy to use and simple to administer allowing students to capitalize on new opportunities. Pitsco Projects enable students to practice the future-ready skills they need no matter their path after school, all while integrating STEM disciplines in real life, practical scenarios. Students will participate in robotics, engineering, digital and graphic design and coding. 21st CCLC groups will participate in STEM competitions throughout the year.
ALIGNMENT TO STUDENT/FAMILY NEEDS: STEM activities provide a personalized approach to nurturing and engineering mindset through hands-on projects that progress from Kindergarten through employment. These learners can dream, design, engineer, test, improve, and create through coding, robotics, drones, 3D printing and data analysis. Children today are growing up in a world very different from the one experienced 15 years ago. Students must be equipped to solve problems and work in team environments to succeed in tomorrow's job market.

EVIDENCE AND REFERENCES: Steve Wozniak, Apple Co-Founder and Founder of Woz Ed, is a leader of K-12 STEM education around the world, providing students access to high-quality technology training. Recognizing the importance of access to STEM education, Lee and Lincoln Middle Schools will provide students with the opportunity to continue exploring their interest in STEM activities and advancing their skills. While the WWC does not include Woz ED, Solidworks or Pitsco research for Science/STEM, the needs assessment indicates the importance of providing STEM activities within the proposed 21st CCLC program. However, accessibility to STEM learning is not always easy. A STEM report by the U.S. Department of Education states, "We must also make sure that no matter where children live, they have

access to quality learning environments. A child's zip code should not determine their STEM fluency." Further noted in "The Edvocate," www.theedadvocate.org, there are 7 benefits to stem education: fosters ingenuity and creativity; builds resilience; encourages experimentation; encourages teamwork; encourages knowledge application; encourages tech use; teaches problem-solving; and encourages adaption.

FREQUENCY: Science/STEM activities will be offered to all students at least twice per week for approximately 45 minutes throughout the program year. Students will engage in STEM activities with certified teachers all of whom will be directly trained in providing the selected STEM curriculums.

ACADEMIC ENRICHMENT: HEALTHY AND ACTIVE LIFESTYLES
ACTIVITY/DESCRIPTION: SPARK-PE (Sports, Play and Active Recreation for Kids)
All 21st CCLC students will receive activities related to healthy and active lifestyles that are aligned to student needs and Florida's Standards for Physical Education. To best address student needs, Lee and Lincoln Middle Schools will purchase and implement the research-based SPARK-PE curriculum. SPARK-PE provides a collection of researched-based physical education programs emphasizing a highly active curriculum, on-site staff development, and significant follow-up support. To ensure all students are fully engaged, SPARK-PE features both diverse instructional and diverse curricular models that embody the HOPE (Health Optimizing Physical Education) and are aligned to both state and national standards. SPARK-PE is specifically designed to provide activities aligned to school-day fitness lessons and activities. All lessons include age, space, and ability adaptations so all students can fully participate in developmentally appropriate, organized, and high-quality physical activities. There are four components to the SPARK-PE activity selected for the Middle School Grant program: (1) group fitness activities (e.g., basketball, soccer) to improve cardiovascular fitness and positive social traits; (2) fitness circuit activities that infuse cooperative strategies, peer coaching, turn taking protocols, and self-practice of previously taught skills and movements; (3) endurance games (e.g., walking, jogging) to promote aerobic and cardiovascular fitness; and (4) personal fitness activities to promote fitness goal setting and lifelong wellness commitment among students.

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on need assessment data obtained from the Project Team and stakeholder surveys, there was a need for overall wellness at both middle schools. Lee Middle school data collected from 59% of teachers, 24% of students and 10% of parents indicated a need for health and wellness programming during the 21st CCLC program. Likewise, Lincoln Memorial Middle school data collected from 45% of teachers, 10% of students and 10% of parents showed the same need. Although there is fitness provided during the regular school day, as per Florida Statutes, there is a significant need for additional fitness and health to support students. Moreover, according to the Florida Department of Health (2021), more than 30% of low-income children living in Manatee County are either overweight or obese. The goal of the 21st CCLC program Healthy and Active Lifestyles activity is to improve personal and physical wellness through structured activities that foster healthy lifestyles. Students will learn to how to work well with others, build and foster good sportsmanship, and explore ways to incorporate personal fitness into their everyday lives.

EVIDENCE AND REFERENCES: The What Works Clearinghouse did not include interventions in healthy and active lifestyles, yet the needs assessment clearly indicates the importance of providing these activities. Fortunately, the WWC outlines the type of research and sample sizes needed for each "tier" of evidence based interventions with Tier 1 interventions and recommendations. Many research studies have been conducted to determine whether physical wellness is connected to academic performance. For example, de Greeff and colleagues (2014) studied 544 students and found cardiovascular fitness was significant predictors of student academic performance in both mathematics and English Language Arts. More specific to Florida, research conducted with 132 elementary school students found a significant relationship between physical fitness and academic performance, as measured by Florida statewide

assessments (Wingfield, Graziano, McNamera, & Janicke, 2011). Finally, through a systematic review of 26 peer reviewed research studies, researchers found an association between increased physical fitness and improved academic performance and executive function (Salas Sanchez, et al., 2022), with the researchers calling for increased hours of physical education to "more effectively develop the cognitive aspects" of children in elementary school.

FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in SPARK-PE activities with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

ACADEMIC ENRICHMENT: ART AND MUSIC EDUCATION
Art and music education is designed to give students opportunities that would otherwise not be easily accessible, and to offer a high-quality education. Both inspire students to stay in school, increases motivation, improves attitudes and attendance, and improves academic performance. According to Americans for the Arts, a student involved in the arts is four times more likely to be recognized for successful academic achievement. The Arts can influence and shape a child's development on several levels: academically, socially and emotionally.

ACTIVITY/DESCRIPTION: Teachers certified in art and music education will provide instruction to enhance student learning experiences during the 21st CCLC program. The Middle School Grant plans to provide arts education through music, movement, drama/theatre and visual art mediums (drawing and painting). Intervention strategies will include whole group and small group instruction along with hands-on real-life experiences.

ALIGNMENT TO STUDENT/FAMILY NEEDS: At a time when art and music education is struggling for classroom time in schools, the 21st CCLC program can offer much needed support and provide students with other engaging activities. Stakeholder survey results support the need for additional enrichment activities including art and music.

EVIDENCE AND REFERENCES: Students in schools serving predominantly low-income households receive less arts instruction than students in schools serving higher-income households (afterschoolalliance.org). Many evaluations demonstrate the benefits of the Arts to students who participate, such as: academic gains, improved cognitive skills, positive behaviors, increased engagement, creativity (Big Thought, 2010). According to a multi-year study of children participating in the Thriving Minds arts afterschool program, students progressed from interacting with creations to becoming creators themselves (2010). Study results of students (1st-8th grade) participating in an out-of-school music program, demonstrated higher levels of academic performance over peers not attending. Further, students exhibited better performance on measures of executive functions and higher scores on standardized tests (Holochwost, et al., 2017).

FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in Art and Music with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

RECRUITMENT AND RETENTION: The 21st Century Community Learning Center will give priority to students identified with educational difficulties or heightened risk factors such as low-test scores, possibility of/or past retention, poor school attendance, etc. These students are representative of the wider community and includes those facing the most significant barriers to academic success. The following strategies will be used to reach and enroll the targeted students: information and registration table at Back-to-School Event/Open House, distribution of flyers and registration packets in English/Spanish, posters hung throughout the campus, and information on the marquee. Teachers,

counselors, and Graduation Enhancement Technicians will work with 21st CCLC staff to ensure that students at high risk of retention are specifically invited to attend. To recruit parents and families there will be direct contact at school events, automated phone calls, newsletters and information posted on the website. To encourage students to remain in attendance from the beginning to the end of the program day, the schedule will be structured so that engaging, high energy activities are held the entire time. Also, adhering to school district protocol, elementary school students are not allowed to sign themselves out of a program. To encourage regular attendance, several attention-grabbing and fun enrichment activities and projects are planned to include hands-on STEM challenges, gardening, arts and music education and academic enrichment.

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Section 8: Recruiting and Retaining High Quality Staff

STAFFING PLAN: The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. Each school site will have a full-time Site

Coordinator overseeing the day-to-day programming supporting the academic and enrichment activities of students and families in the community learning centers.

STAFFING STRUCTURE: The PROGRAM DIRECTOR will report directly to the Director of Elementary Curriculum who in turn reports to the Executive Director of Curriculum and Professional Learning. Included is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department.

The Program Director and Junior Accountant/Bookkeeping services are an in-kind contribution, and a testament to the significant support the 21st CCLC Program will receive.
Each school will have a full-time/on-site SITE COORDINATOR who is critical to properly implementing the 21stCCLC program effectively, efficiently, and with fidelity. They will be responsible for the daily oversight of all aspects of the program and staff. In addition, they will be responsible for securing partnerships in the community in year one to sustain the program after the four-year grant has concluded.

Additional staff include CERTIFIED TEACHERS with expertise in core academic subjects who will facilitate all academic enrichment. Highly qualified teachers will be recruited from Lee and Lincoln Middle Schools as they have invaluable knowledge of the students. At least 1 certified teacher will be present during all academic activities and the staff to student ratio will be 1:10. ACTIVITY LEADERS will oversee personal enrichment activities with a ratio of 1:20 and will also support the required ratio of staff to students for academics.

ROBUST QUALIFICATIONS AND DUTIES: All staff will be responsible for completing an application which they receive from the Site Coordinator. This application will include specific requirements noting their qualifications, years of experience, certifications, etc. We also require they attach a copy of their teaching certificate to the application. In addition to our teachers being highly qualified we hire Reading and English for Speakers of Other Languages (ESOL) endorsed teachers, Exceptional Student Education (ESE) teachers and trained translators. Once we have reviewed their qualifications, hiring of the staff is determined by the Program Director with input from the school administration and Site Coordinator. Job descriptions will be provided for staff clearly outlining their responsibilities and a signature of acknowledgment is required. As a school district we have the lines of communication established for working with teachers, school administrators, as well as the administration at the district level which ensures the quality of our success. We have access to the school district's Human Resource Department system which conducts criminal background checks on all employees working directly with children before hiring. All district staff undergo a Level II background screening and at least two staff members per center will have CPR certification. In addition, staff will be screened through the Florida Background Screening Clearinghouse. 21st CCLC staff members will participate in professional development related to academic achievement through the district's Office of Professional Learning.

TRAINING PLAN FOR QUALITY IMPROVEMENT: Training plays an essential role in successful education improvement. To ensure our program is implemented with fidelity we provide initial training for the staff during the July/August months prior to the start of 21st CCLC. In addition, all program staff will participate in quarterly professional development sessions specific to the 21st CCLC Program. Training of the curriculum and other instructional materials will be completed at the beginning and throughout the year as needed. Other training topics may include increasing self-esteem through educational achievement and supporting various learning styles. The district has two in-service days during the school year where 21st CCLC training will occur. Each staff member will be responsible for reading and signing their intent/commitment to work the 21st CCLC program and comply with ethical business practices. We will create a solid foundation through individual training about the community learning center during the August/September start up months. We will utilize advance methods to improve

teacher effectiveness which will result in student achievement.
The Program Director and/or Site Coordinator will conduct four 4-hour trainings, as well as participate in the required statewide training with at least one other staff member. Training on activities, procedures, and other policies will be ongoing, as needed. Additional training may also include CPR/First Aid, EZReports, STEM curricula, child and youth development, afterschool and summer learning, family engagement, evidence-based practices, and other site-specific academics/enrichments in order to deliver an effective and successful community learning center program.

Section 9: Implementing with Fidelity

Members from the Program Team will serve as leadership of the community learning center. The Leadership Team will include school Principal, Site Coordinator and Program Director. This team will be responsible for ensuring the program is carried out with fidelity, days and hours of programming align with the program application and the activities are delivered with rigor using data to revise, adapt or eliminate programming. In addition, the leadership team will oversee staff training and the activities that are designed to provide continuous education to students.

The 21st CCLC Fidelity Plan is firmly grounded in a commitment to continuous improvement of operations, services, and outcomes. The cornerstone is a logical process of planning, data collection, analysis, reporting, and refining. As such, the plan will include three connected elements to help ensure the program being implemented is effective, efficient, and sustainable: progress monitoring, data analysis and continuous improvement.

The Continuous Improvement Model (CIM), a quality-based approach used within educational settings and particularly effective for reducing achievement gaps between student subgroups will be utilized. The model focuses upon individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on program success.

The immediate and individualized feedback provided through CIM is particularly important for implementation of the 21st CCLC program to help guide/ensure the highest impact for each student. The program will also use CIM to guide any immediate operational changes necessary to provide a high quality program, including such areas as staffing changes, adjustments, or resources to specific activities. The fidelity plan will provide a structure for generating information needed for ongoing program refinement.

The Continuous Improvement Model will support data collection within three general categories: (1) District Data; (2) Program Data; and (3) Stakeholder Data.
(1) District data will include all student demographics, state standardized tests and end-of-course exams (from prior and current years), student report card grades, student attendance during the school day, and any other additional data deemed useful for the program.
(2) Program data will include (A) student attendance (daily) and enrollment status, (B) demographics, (C) program operational information (e.g., hours, activities, facilities, staffing, and partners), and (D) adult family member data.
(3) Stakeholder data will be collected quarterly through teacher surveys, parent surveys, student surveys, and partner surveys. Survey data will be collected using electronic systems to ensure accuracy of collected data.

To further support the fidelity plan, the Principal will meet monthly with the Site Coordinator to review progress monitoring data. Data will include benchmark assessments, progress reports, quarter grades

and behavior. Data collection will be ongoing and will be used to refine program activities. The Site Coordinator will be responsible for day-to-day program operations to ensure the center is following the proposed calendar, daily schedule and activities. Oversight will occur through staff meetings, walkthroughs and lesson plans. The Program Director will perform monthly fidelity checks to confirm the community learning center is implemented as intended. Monthly Leadership Team meetings will be held to discuss findings from the fidelity checks and other collected data. Together these strategies will serve as the ongoing process to revise, adapt and/or eliminate ineffective programming.

Section 10: Project Budget
Please See attachment.

Section 11: Plan for Sustainability

With the foundation built by the 21st CCLC program and the sustainability efforts of the Program Team, impoverished and high-risk students will have continued access to free educational services. These services are designed to promote academic and personal success. By creating a vision and annual goals, conducting community outreach, advocating for support and seeking new partnerships and funding, the Program Team will be successful in sustaining the program for students and their families.
Each year the Program Team will hold quarterly meetings to establish a clear vision and goals for the program. Meetings will provide opportunities to review progress and reflect.

Duties will be assigned to each team member in order to maximize time and effort and support the four-year sustainability plan. Specifically, the full-time site coordinator will dedicate a portion of each week to the sustainability plan including contacting local businesses, churches, community organizations and outreach groups; seeking federal, state, local and private funding; building relationships with parents, students, staff and greater school community. The parent team member will advocate for resources in the community and assist with the survey data. The school administrators will continue outreach efforts with current business partners and the school community. They will assist in collaboration building, advocacy efforts and funding sources. As additional support, the Program Director will facilitate collaboration and communication between stakeholders.

The four-year sustainability plan is as follows:
Year 1: Create a vision and identify both short term and long-term goals. Develop an advocacy plan to share the vision and garner support. Begin building collaboration within the community to support the continuation of programming after funding ends. Create and administer surveys for various stakeholder groups and analyze data to monitor progress. Identify key partners for collaboration and seek funding resources.

Year 2: Revisit and revise Year 1 goals and identify progress indicators. Continue the advocacy plan. Survey data will be collected from students, families and staff related to expectations for the program along with open feedback for the coming year. Budget will be reviewed and the goal for at least two additional partnerships will be pursued so the level of services will not be impacted.

Year 3: Continued reflection on progress from Years 1 and 2 toward goals and adjustments using stakeholder feedback and new partnerships. Extra advocacy efforts will be made to increase awareness of our vision and mission. Goals for at least 2-3 additional partners will be pursued to support all levels and areas of programming. Survey data will be collected throughout the school year on the school's needs and will help monitor progress towards sustainability.

Year 4: The focus will be on identifying, combining and seeking resources to sustain the program. Partnerships and collaboration will be strengthened to support the goals and action plans moving

forward. Seek solutions for any areas of concern related to sustainability.

Lee and Lincoln Middle Schools will continue to build upon the program each year by conducting outreach efforts, securing commitments from community agencies, local businesses and partners and advocating for their program. The program's impact and positive outcomes will be shared on a regular basis to build support and awareness within the community through multiple outlets including social media.

Cohort 20 (2022-23) RFP Scope of Work/Narrative Addendum

Agency Name: MCSD Project Number: 410-2443B-3C003

Program Name: Middle School Grant – Lincoln & Lee

Use this form to add any parameters and information needed to satisfy the requirements included in the RFP. Add all items as bullet points including the section name and number.

This change includes: ☐ Additions ☐ ~~Deletions~~ ☐ Both

The following items are incorporated as part of the Scope of Work:

Please provide an updated statement with 80 and specify if afterschool will be provided for the school year. Narrative states: Eighty 6th-8th grade students for Lee Middle School are provided programming during the school year from 7:45AM - 8:45AM in the morning (before school program) and 4:15PM - 5:45PM in the afternoon (afterschool program), Monday – Friday beginning August 10, 2022 - May 19, 2023.

-

Please provide an updated statement with 80 and specify if afterschool will be provided for the school year. Narrative states: Eighty 6th-8thgrade students for Lincoln Middle School are provided programming during the school year from 7:45AM – 8:45AM in the morning **(before school program)** and 4:15PM - 5:45PM in the afternoon (afterschool program), Monday – Friday beginning August 10, 2022 - May 19, 2023.

Section 4: Building Your Program Team:

Please provide a sentence identifying the number of team members for this proposal

- **There are 7 members included on the Program Team for Lee Middle School and 8 members on the program team for Lincoln Middle.**

Section 8: Recruiting and Retaining High Quality Staff

The narrative states the following 'STAFFING PLAN: The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. Each school site will have a full-time Site Coordinator overseeing the day-to-day programming supporting the academic and enrichment activities of students and families in the community learning centers.

STAFFING STRUCTURE: The PROGRAM DIRECTOR will report directly to the Director of Elementary Curriculum who in turn reports to the Executive Director of Curriculum and Professional Learning. Included is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department.

The Program Director and Junior Accountant/Bookkeeping services are an in-kind contribution, and a testament to the significant support the 21st CCLC Program will receive.
Each school will have a full-time/on-site SITE COORDINATOR who is critical to properly implementing the 21stCCLC program effectively, efficiently, and with fidelity

Please provide in-kind line item with description for Program Director, Book-Keeper to the budget. Added

Please provide update to budget as it is currently reading 1 SC for 2 sites vs. the narrative statement. Corrected

Please provide additional statement regarding staffing plan for Paraprofessionals as outlined in the budget.

- Paraprofessionals will be used during the summer component only. They will assist certified teachers with academic instruction to maintain proper ratios as well as lead some enrichment activities.

Appendix A
Continuing Improvement 2023-24

Agency Name: Manatee County School District

Project Number: 410-2444B-4C003

Program Name: MCSD 21st Century Middle School Grant

Reason(s) for the change: The proposed changes are to operations. The proposed operations changes are outlined in the Site profile Worksheets. For one site, Lincoln Memorial Middle School, the change only impacts the before school program start and end time. For the other site, Lee Middle School, the changes are to assist Lee Middle School in serving students and staffing the program, both things they struggled with during the 2022-2023 program year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ **Both**

Narrative Language:

Section 1: Project Abstract/Summary

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2024-25

Agency Name: School District of Manatee County Project Number: 410-2445B-5C003

Program Name: Middle School Grant – Lee/Lincoln

Reason(s) for the change: There are no changes to this grant at this time.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

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2024-2025 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2445B-5C003	
Site Name	Lincoln Memorial Middle School					**Zip Code**	34221
Site Address:	305 17th Street East			**City**	Palmetto	**County**	Manatee
Site Contact Name:	Ronnie King	**Phone**	941-721-6840	**Email**	kingr@manateeschools.net		

TARGET SCHOOLS									
School Name	**School-wide Information**			**# Targeted Students**					
	Grades Served by School	**Enrollment**	**Free and Reduced Lunch Rate**	**Grades Served by Program**	**BS**	**AS**	**SUM**	**W**	**H**
Lincoln Memorial Middle School	6-8	473	100%	6-8	80	80	80		
				TOTAL	**80**	**80**	**80**		

BEFORE SCHOOL SITE OPERATIONS						
Start Date	August 19, 2024	**End Date**	May 21, 2025	**Total Number of Service Days**	170	
Non-service days	9/2, 10/14, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time	7:45AM	7:45AM	7:45AM	7:45AM	7:45AM	
End Time	8:45AM	8:45AM	8:45AM	8:45AM	8:45AM	
Hours	1	1	1	1	1	5

AFTER SCHOOL SITE OPERATIONS						
Start Date	August 19, 2024	**End Date**	May 21, 2025	**Total Number of Service Days**	168	
Non-service days	9/2, 10/14, 11/6, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/5, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**
Start Time	4:15PM	4:15PM	4:15PM	4:15PM	4:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	1.5	1.5	1.5	1.5	1.5	7.5
Early Release Dates				**Total Service Days**	**Hours/Day**	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date	June 2, 2025	**End Date**	July 17, 2025	**Total Number of Service Days**	24		
Non-service days	6/19, 6/30, 7/1, 7/2, 7/3, 7/4						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time	8:00AM	8:00AM	8:00AM	8:00AM			
End Time	1:00PM	1:00PM	1:00PM	1:00PM			
Hours	5	5	5	5			20

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	20

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

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2024-2025 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2445B-5C003	
Site Name	Eletra Lee Magnet Middle School					**Zip Code**	34210
Site Address:	4000 53rd Avenue West		**City**	Bradenton		**County**	Manatee
Site Contact Name:	Kimone Cooper	**Phone**	941-727-6500	**Email**	Cooper2k@manateeschools.net		

TARGET SCHOOLS									
School Name	**School-wide Information**			**# Targeted Students**					
	Grades Served by School	**Enrollment**	**Free and Reduced Lunch Rate**	**Grades Served by Program**	**BS**	**AS**	**SUM**	**W**	**H**
Electra Lee Magnet Middle School	6-8	731	100%	6-8	80	80	80		
				TOTAL	**80**	**80**	**80**		

BEFORE SCHOOL SITE OPERATIONS						
Start Date	August 19, 2024	**End Date**	May 21, 2025	**Total Number of Service Days**		170
Non-service days	9/2, 10/14, 11/6, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time	7:15AM	7:15AM	7:15AM	7:15AM	7:15AM	
End Time	8:45AM	8:45AM	8:45AM	8:45AM	8:45AM	
Hours	1.5	1.5	1.5	1.5	1.5	6.25

AFTER SCHOOL SITE OPERATIONS						
Start Date	August 19, 2024	**End Date**	May 21, 2025	**Total Number of Service Days**		168
Non-service days	9/2, 10/14, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/5, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**
Start Time	4:15PM	4:15PM	4:15PM	4:15PM	4:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	1.5	1.5	1.5	1.5	1.5	7.5
Early Release Dates				**Total Service Days**	**Hours/Day**	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date	June 2, 2025	**End Date**	July 17, 2025	**Total Number of Service Days**			24
Non-service days	6/19, 6/30, 7/1, 7/2, 7/3, 7/4						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday (6/21 Only)**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time	8:00AM	8:00AM	8:00AM	8:00AM	8:00AM		
End Time	1:00PM	1:00PM	1:00PM	1:00PM	1:00PM		
Hours	5	5	5	5	5		20

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

Florida's Nita M. Lowey 21st Century Community Learning Centers Evaluation Plan

Objective Category	Objective Number	Domain	Required Objective	Required Measure
1. Academic Achievement	1.A.1	English Language Arts (ELA)	75% of students will show gains in ELA performance on the F.A.S.T.	ELA Florida Assessment of Student Thinking (F.A.S.T.) scores will be collected for all students participating in FAST.
	1.A.2	English Language Arts (ELA)	75% of students will show gains in ELA on an evidence-based progress monitoring system supported by the department's contractor	Regular progress monitoring data will be collected for students in ***all grades*** periodically
	1.A.3	English Language Arts (ELA)	75% of students will show improvement in ELA grades	Student grades and progress reports will be collected for ***all students*** during the school year each grading period
	1.B.1	Mathematics	75% of students will show improvement in Math performance on the F.A.S.T.	Math Florida Assessment of Student Thinking (F.A.S.T.) scores will be collected for all students participating in FAST.
	1.B.2	Mathematics	75% of students will show gains in mathematics on an evidence-based progress monitoring system supported by the department's contractor	Regular progress monitoring data will be collected for students in ***all grades*** periodically
	1.B.3	Mathematics	75% of students will show improvement in mathematic grades	Student grades and progress reports will be collected for ***all students*** during the school year each grading period
	1.C.	Grade Point Average (GPA)-Secondary Only	75% of students will improve their cumulative GPA by at least 0.1 point annually	GPA will be collected for ***all students*** who receive a GPA annually
2. Dropout Prevention	2.A.	Attendance/Dropout Prevention	75% of students will improve their school day attendance annually	School day attendance rate will be collected for ***all students*** annually
3. Behavior	3.A.	Behavior	75% of students will improve their behavior annually	Data report on in-school suspension and discipline referrals will be collected for ***all students*** monthly
4. Engagement/ Safe and Supportive Relationships	4.A.1	Engagement/Safe and Supportive Relationships	75% of students will increase their safe and supportive relationships with peers and adults annually	Stakeholder Surveys (day school teachers on engagement) will be collected for ***all students*** annually
	4.A.2	Engagement/Safe and Supportive Relationships	75% of students will increase their engagement in school annually	Stakeholder Surveys (day school teachers on engagement) will be collected for ***all students*** annually

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District of Manatee County - Middle School Grant**
B) DOE Assigned Project Number:	**410-2445B-5C003**
C) TAPS Number:	**25B036**

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. Summer: 1 PD x 10 Hrs/Week x $47/Hr x 5 weeks = $2,350 ***50% Administrative = $1,175*** ***50% Evaluation = $1,175*** *School Year Duties Provided In-Kind by the District*		$2,350.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Project Director. $2,350 x 22.78% = $535.33 ***50% Administrative = $268*** ***50% Evaluation = $268***		$535.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		In-Kind	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **<u>Lee MS</u>** Before/Afterschool: 1 SC x 5 hrs/day x $28/hr x 170 days = $23,800 Summer: 1 SC x $28/hr x 5 hrs/day x 24 days = $3,360 Planning: 1 SC x $28/hr x 4 hrs/day x 4 days = $448 **<u>Lincoln MS</u>** Before/Afterschool: 1 SC x 5 hrs/day x $28/hr x 170 days = $23,800 Summer: 1 SC x $28/hr x 5 hrs/day x 24 days = $3,360 Planning: 1 SC x $28/hr x 4 hrs/day x 4 days = $448 ***25% Administrative = $13,804*** ***15% Evaluation = $8,282***	1.60	$55,216.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 2 Site Coordinators. $55,216 x 22.78% = $12,578 ***25% Administrative = $3,145*** ***10% Evaluation = $1,258***		$12,578.00	100%

5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $35-$52 per hour. Average rate is $39 per hour. **Lee MS** Before School: 4 CT x $39/hr x 1.25 hr/day x 170 days = $33,150 Afterschool: 4 CT x $39/hr x 1.5 hrs/day x 168 days = $39,312 Summer: 4 CT x $39/hr x 4.5 hrs/day x 24 days = $16,848 Planning (SY): 4 CT x $39/hr x 4 hrs/qtr x 4 qtrs = $2,496 Planning (Sum): 4 CT x $39/hr x 4 hrs x 3 days = $1,872 **Lincoln MS** Before School: 4 CT x $39/hr x 1 hr/day x 170 days = $33,150 Afterschool: 4 CT x $39/hr x 1.25 hrs/day x 168 days = $39,312 Summer: 4 CT x $39/hr x 4.5 hrs/day x 24 days = $16,848 Planning (SY): 4 CT x $39/hr x 4 hrs/qtr x 4 qtrs = $2,496 Planning (Sum): 4 CT x $39/hr x 4 hrs x 3 days = $1,872	1.97	$187,356.00	100%
5100	200	**Fringe Benefits: Certified Teachers** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Certified Academic Teachers. $187,356 x 22.78% = $42,680		$42,680.00	100%
5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $25 per hour. **Lee MS** Before School: 4 EL x $25/hr x 1.25 hr/day x 170 days = $21,250 Afterschool: 4 EL x $25/hr x 1.5 hrs/day x 168 days = $25,200 Planning (SY): 4 EL x $25/hr x 3 hrs/qtr x 4 qtrs = $1,200 **Lincoln MS** Before School: 4 EL x $25/hr x 1 hr/day x 170 days = $21,250 Afterschool: 4 EL x $25/hr x 1.5 hrs/day x 168 days = $25,200 Planning (SY): 4 EL x $25/hr x 3 hrs/qtr x 4 qtrs = $1,200	1.97	$95,300.00	100%
5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Enrichment Teachers. $95,300 x 22.78% = $21,709		$21,709.00	100%

5100	160	**Salaries: Paraprofessionals** Part-time teacher aides to assist teachers and actively participating 21st CCLC Program students in classrooms and lessons during 21st CCLC summer program hours. Teacher Aides will ensure ratios remain within required levels and oversee enrichment activities. Average paraprofessional pay is $18/hour. **<u>Lee MS</u>** Summer: 4 PP x $18/hr x 5 hrs/day x 24 days = $8,640 Planning: 4 PP x $18/hr x 3 hrs/day x 3 days = $648 **<u>Lincoln MS</u>** Summer: 4 PP x $18/hr x 5 hrs/day x 24 days = $8,640 Planning: 4 PP x $18/hr x 3 hrs/day x 3 days = $648	0.50	$18,576.00	100%
5100	200	**Fringe Benefits: Paraprofessionals** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for paraprofessionals. $18,576 x 22.78% = $4,232		$4,232.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 16 staff x 4 hrs x 4 days x $15/hr = $3,840 *Provided In-Kind by the District*		In-Kind	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for professional development. $3,840 x 22.78% = $875 *Provided In-Kind by the District*		In-Kind	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 2 sites x $500/site = $1,000		$1,000.00	100%

5100	510	**Materials & Supplies** Supplies and materials including: STEM consumables, workbooks, gardening materials, copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, headphones, highlighters, posters and display boards. 80 students x $149.01/student x 2 sites = $23,841		$23,841.00	100%
5100	360	**Rentals** Annual subscriptions exclusively for actively participating 21st CCLC students at Lee and Lincoln Middle Schools.Standards based Math & Literacy programs for instructional use. 2 sites x $2,500/site = $5,000		$5,000.00	100%
5100	730	**Summer Field Trips** Cost of admission for actively participating 21st CCLC Lee Middle and Lincoln Memorial Middle School Students to attend educational field trips during the summer program. The grant will pay admission fees. No monies will be collected from the students. Suggested trips include: <u>MTC & State College of Florida (Career Readiness)</u> No charge <u>MOSI (STEM)</u> 160 students $15/student = $2,400 <u>Bishop Museum of Science (STEM)</u> 160 students x $10/student = $1600		$4,000.00	100%
7800	330	**Transportation: Summer Field Trips** Costs to provide transportation for summer field trips for 60 actively participating 21st CCLC students at each site (120 students). District contracted rates will be used to transport students to and from the field trip location using district busses and licensed drivers. Field trips will support summer learning activities and include lesson plans and learning objectives for trips to post secondary education facilities, science museums, laboratories, and other educational programs. Costs are estimated and include the bus, driver time, and mileage. <u>MTC (Career Readiness)</u> 120 students: 2 buses x $250/bus = $500 (local) <u>State College of Florida (Career Readiness)</u> 120 students: 2 buses x $250/bus = $500 (local) <u>MOSI (STEM)</u> 120 students x $6.25/student x 2 buses = $1,500 <u>Bishop Museum of Science (STEM)</u> 120 students: 2 buses x $250/bus = $500 (local)		$3,000.00	100%

7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 4.74%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. ***100% Administrative = $*** 22,627		$22,627.00	100%
			D) TOTAL	**$ 500,000.00**	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
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April 2022 **DOE 101S**

AGENDA ITEM NO. 10.5

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept and Expend the Nita M. Lowery 21st Century Community Learning Centers Request for Application for Palm View K-8, in the Amount of $225,000.00 (Incoming Grant Funds)

Executive Summary
The 21st Century Grant will provide after school programming for students in K-8 grades. Students will receive academic enrichment and remedial services in reading, math and science, as well as personal enrichment activities including arts, health, and wellness. The program will operate Monday through Friday from 3:15pm-5:45pm. The grant period is August 2024-July 2025.

This application is pending Board approval. If no Board approval is given, application will be withdrawn.

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 apply, accept and expend the Nita M. Lowery 21st Century Community Learning Centers request for application, effective August 2024-July 2025, in the amount of $225,000.00 for Palm View K-8 (Incoming Grant Funds)

Financial Impact
There will be no cost to the General Fund.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Alison Nichols

Attachments:
FLDOE Project Application MCSD 21ST Century Palm View K-8
2024-2025 Final Budget DOE 101S Palm View K-8 Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program 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	**MCSD 21st CCLC – Palm View K8 Grant** **TAPS NUMBER: 25B036**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$225,000	Contact Name: Patricia "Trish" Dezso Fiscal Contact Name: Cathy Miley	Telephone Numbers: **941-751-6550 x43004** **941-708-8770 x41111**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **PO BOX 9069** **Bradenton, FL 34206 9069**	E-mail Addresses: dezsop@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: **215 Manatee Ave West** **Bradenton, FL 34205**	UEI number: 1000129620000 FEIN number: 596000728

CERTIFICATION

I, Jason Wysong, 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 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.

E) _____ Superintendent 04/26/2024
Signature of Agency Head — Title — Date

PENDING BOARD APPROVAL – June 2024

FLORIDA DEPARTMENT OF EDUCATION
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Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Unique Entity Identifier (UEI) requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their UEI registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	School District of Manatee County - Palm View K-8
B) DOE Assigned Project Number:	410-2445B-5C002
C) TAPS Number:	25B036

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. Summer: 1 PD x 5 Hrs/Week x $47/Hr x 5 weeks = $1,175 ***50% Administrative = $587.50*** ***50% Evaluation = $587.50*** *School Year Duties Provided In-Kind by the District*		$1,175.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Project Director. $1,175 x 22.78% = $268 ***50% Administrative = $134*** ***50% Evaluation = $134***		$268.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		In-Kind	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **Palm View** 1 SC x 5 hrs/day x $28/hr x 168 days = $23,520 ***25% Administrative = $5,880*** ***15% Evaluation = $3,528***		$23,520.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Site Coordinator. $23,520 x 22.78% = $5,358 ***25% Administrative = $1,340*** ***10% Evaluation = $536***		$5,358.00	100%
5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $35-$52 per hour. Average rate is $39 per hour. **Palm View** 6 CT x $39/hr x 1.75 hrs/day x 168 days = $68,796 Planning Hours: 6 CT x $39/hr x 4 hrs/qtr x 4 qtrs = $3,744	0.82	$72,540.00	100%
5100	200	**Fringe Benefits: Certified Teachers** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Certified Academic Teachers. $72,540 x 22.78% = $16,525		$16,525.00	100%

5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $25 per hour. **Palm View** 6 EL x $25/hr x 2.25 hrs/day x 168 days = $56,700 Planning Hours: 6 EL x $25/hr x 8 hrs/qtr x 4 qtrs = $4,800	1.97	$61,500.00	100%
5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Enrichment Leaders. $61,500 x 22.78% = $14,010		$14,010.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 12 staff x 4 hrs x 4 days x $15/hr = $2,880 *Provided In-Kind by the District*		In-Kind	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for professional development. $2,880 x 22.78% = $656 *Provided In-Kind by the District*		$656.00	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 1 site x $500 = $500		$500.00	100%
5100	510	**Materials & Supplies** Workbooks, STEM supplies, gardening materials and other supplies including: copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, headphones, highlighters, posters and display boards. 120 students x $52.11/student s = $6,253		$6,253.00	100%

5100	642	**Non- Capitalized FF & E** One ipad cart purchased for the exclusive use of actively participating 21st CCLC students and their adult family members. The cart will be used to store the current 21st CCLC Ipads used for reading, math, and science instruction as well as STEMP and WOZ-ED curriculum. The Storage Cabinets will be used for the exclusive use of storing 21st CCLC student materials and family member support materials. Ipad Cart - $750 Storage Cabinets - $3,000		$3,750.00	100%
5100	644	**Non-Capitalized Hardware** Three iPads to create a class set of 20 (previously purchased 17 ipads) purchased for the exclusive use of actively participating 21st CCLC students and their adult family members. Ipads will be used for reading, math, and science instruction as well as STEM and Woz-Ed curriculum. The ipads will be marked as 21st Century property and inventoried on a regualr basis. Staff will account for ipads after every use. The district has a sole source contract withApple and final cost is based on agrred upon prices. Estimated Total: $500 per iPad x 3 iPads = $1,500		$1,500.00	100%
5100	360	**Rentals** Annual After School Subscriptions for Palm View 21st CCLC -Standards based Math & Literacy interactive and engaging software program. On-Site Training is inlcuded in price as well as online and telephone support. Cost estimated at $2,250		$2,250.00	100%
7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 4.74%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. ***100% Administrative = $15,195***		$15,195.00	100%
			D) TOTAL	**$ 225,000.00**	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
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General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

Return to:

Florida Department of Education
Bureau of the Comptroller
325 West Gaines Street
914 Turlington Building
Tallahassee, FL 32399-0400

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental agencies are required to submit the certification page of the General Assurances with an original signature of the official who is legally authorized to bind the entity along with each application submitted to the Department.

Florida Department of Education
General Assurances, Terms, and Conditions for Participation in Federal and State Programs

Authority for Data Collection: 20 USC 1232e (a)

Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232(e), stipulate that "[e]ach local education agency which participates in an applicable program under which federal funds are made available to such agency through a state agency shall submit, to such an agency, a general application containing the assurances set forth in subsection [1232e] (b)." The application shall cover the participation by the local education agency and all other organizations participating in state and federal programs administered by the Florida Department of Education. These assurances are set forth below in the "General Assurances" section.

Instructions: These general assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in federal or state law, or by other significant change in the circumstances affecting an assurance in such application. The superintendent, agency head, or other authorized officer must sign the certification and return it to the following address. No payment for project/grant awards will be made by this agency without a current signed General Assurances form on file. For further information, contact the Florida Department of Education, Bureau of the Comptroller, at (850) 245-0401.

Certification:

I, the undersigned official am legally authorized to bind the named agency/organization of the State of Florida, hereby apply for participation in federally funded and/or state-funded education programs on behalf of the named agency/organization below. I certify that the agency will adhere to and comply with the General Assurances, Terms, and Conditions and all requirements outlined in the "Project Application and Amendment Procedures for Federal and State Programs" (Green Book).

Manatee County School District	41	Dr. Jason Wysong, Superintendent
Typed Agency Name	Agency Number	Typed Name and Title of Authorized Official (Agency Head)

I certify that the agency will adhere to each of the assurances contained in this set of *General Assurances, Terms, and Conditions for Participation in Federal and State Programs* as applicable to the project(s) for which this agency is responsible.

	04/26/2024	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

Return original to: Florida Department of Education
Bureau of the Comptroller
914 Turlington Building
325 West Gaines Street
Tallahassee, FL 32399-0400

School districts, state colleges, state universities, and governmental entities are required to have a signed certification page of the General Assurances on file with the Department's Bureau of the Comptroller, bearing the original signature of the current superintendent for school districts or the current agency head/president that has legal authority to bind the agency.

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental entities are required to submit the certification page of the General Assurances with an original signature of the agency head who is legally authorized to bind the entity, along with each application submitted to the Department.

General Assurances

Assurance is hereby given that, to the extent applicable:

- The recipient has the legal authority to apply for the federal/state funding, and the instructional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in this/all applications submitted.

- The recipient will administer each program covered by the application in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements.

- The recipient will comply with all the requirements in the Department's *Project Application and Amendment Procedures for Federal and State Programs* (Green Book).

- The control of funds provided to the recipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.

- The recipient will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

- The recipient will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to documents, papers, and other such records shall be made available to authorized representatives of U.S. governmental agencies, including but not limited to, the federal awarding agency, Inspectors General, the Comptroller General, the Florida Department of Education, the Florida Department of Financial Services, and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.

- The recipient will submit such reports to the Florida Department of Education and to U.S.

governmental agencies as may reasonably be required to enable the Florida Department of Education and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.

- To assure that expenditures reported are proper and in accordance with the terms and conditions of the Project Award and approved project budget, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment. By signing the "General Assurances, Terms, and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

- To assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions outlined in the RFA and/or the RFP, the official who is authorized to legally bind the agency/organization agrees to the following certification. By signing the "General Assurances, Terms and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the RFA and/or the RFP. 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 false statements, false claims or otherwise.

- The recipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

- Any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public.

- For projects involving construction:

    - The project is not inconsistent with the Florida Department of Education's overall plans for the construction of school facilities.
    - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under Section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
    - When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- The recipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.

- The recipient will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

- The recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- The recipient will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

- The recipient will comply with all federal statutes relating to nondiscrimination. (These include but are not limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352], which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794], which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended [42 U.S.C. 6101-6107], which prohibits discrimination on the basis of age.)

- The recipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- The recipient will comply with the requirements of the Gun-Free Schools Act of 1994.

- The recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, "Audit Requirements" and/or Section 215.97, Florida Statutes, "Florida Single Audit Act" as applicable.

- The recipient assures that no federally appropriated funds have been paid or will be paid by or on behalf of the recipient 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 the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- The recipient will comply with the requirements in 2 CFR Part 180, Governmentwide Debarment and Suspension (Nonprocurement).

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

- The recipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.

- The recipient will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.

- The recipient will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.

- The recipient will comply with all applicable requirements of all other federal and state laws, statutes, executive orders, regulations, policies, terms and conditions governing each program funded.

- If applicable, the recipient will conduct assessments that are consistent with Section 1111(b) (3) of the No Child Left Behind Act.

- If applicable, the recipient will annually assess students who have been in the United States for three or more consecutive years, and the recipient will annually assess the English proficiency of all participating limited English proficient children, consistent with Section 1111(b)(7) of the No Child Left Behind Act.

- If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

- Failure to comply with the General Assurances or any aspect of the *Project Application and Amendment Procedures for Federal and State Programs* (Green Book) may result in more restrictive conditions or project termination.

Terms

Applicant - A school district or other entity seeking a project award from the Florida Department of Education.

Budget - The applicant's financial plan, in terms of accounts and amounts, showing use of funds for carrying out project objectives, services, or activities as found on the budget narrative form (DOE 101) and on other budget documents required by the Florida Department of Education.
Budget Period - The interval of time into which a project period is divided for budgetary purposes.

Capital Outlay - Equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is one year or more (Sections 216.011 and 273.02, Florida Statutes).

Conflict of Interest – Must disclose in writing any potential conflict of interest in accordance with applicable federal and/or state laws or policies.

Disbursement - Payment made in cash, by check, or via other electronic means.

Data Universal Numbering System (DUNS) - Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. The federal government's Office of Management & Budget has adopted the use of the DUNS numbers (unique entity identifier), for registering with the System for Award Management (SAM). A non-federal entity is required to have a DUNS number (unique entity identifier), and registered with SAM, in order to apply for, receive, and report on a federal award.

Equipment – A material item of a non-expendable nature, such as a built-in facility, a movable or fixed unit of furniture or furnishings, an instrument or apparatus, a machine (including attachments), instructional skill-training device, or a set of small articles whose parts are replaceable or repairable, the whole retaining its identity and utility over a period of time which is characteristic for items of its class, with a useful life of more than one year.

Mandatory Disclosure – Must disclose, in a timely manner, in writing all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting the project award.

Monitoring – Actions, activities, and practices used by the Florida Department of Education to determine that funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations.

More Restrictive Conditions - Special requirements or restrictions imposed on a project recipient as a condition of project approval by the Florida Department of Education.

Obligations - The amounts for orders placed, contracts awarded, services received, or for similar transactions during the stipulated project period, which will require payment during the same or a future period.

Private, Non-profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more corporations or associations whose net earnings do not benefit and cannot lawfully benefit any private shareholder or entity.

Private, For-Profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more individuals, partnerships, corporations, or associations whose net earnings do or can benefit any private shareholder or entity.

Project - The services, activities, or program that an entity agrees to provide for a specified period of time using state or federal funds awarded to a project recipient.
Project Application - An entity's request for a project award under state or federal education

programs administered by the Florida Department of Education.

Project Award - The approval of a project application as stated in the Project Award Notification sent to project recipients that specifies the amount of funds awarded, the project period, and any special requirements or restrictions to be imposed by the Florida Department of Education.

Project Period - The length of time for which a project has been authorized/awarded.

Project Recipient - The school district, a local education agency (LEA), colleges, universities, public agency [including faith-based organizations (FBOs) and community-based organizations (CBOs)], or non-public agency that has been awarded a project to provide services or activities described in a project application approved by the Florida Department of Education.

Roll-Forward - Unobligated balances of an award or project that are allowed to be continued in subsequent funding periods.

System for Award Management (SAM) - is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for SAM. All applicants must be registered in SAM before submitting an application for federal funding and continue to maintain an active SAM registration with current information at all times during an active award. A valid "unique entity identifier" will be required when applying with SAM (see Data Universal Numbering System (DUNS) for more information regarding the "unique entity identifier"). https://www.sam.gov/portal/SAM/#1

Supplies - All personal property (excluding equipment, intangible property, and debt instruments) items of expendable nature that are consumed, worn out, or deteriorated in use or that lose their identity through fabrication or incorporation into a different or more complex unit or substance.

Explanation of Grants Management Requirements

The following section elaborates on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

Accounts and Records

The recipient shall maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project for a minimum of five years (see Section C, Fiscal and Program Accountability, Record Retention, for additional information).

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for

general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

Unless otherwise stated, all project recipients shall use the project amendment requirements and procedures described in the *Project Application and Amendment Procedures for Federal and State Programs* administered by the Florida Department of Education (Green Book), Section B, Project Amendments.

Audits

This part is applicable for all non-Federal entities as defined in 2 CFR §200, Subpart F.

1. In the event that the recipient expends $750,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200, Subpart F. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements, the recipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

3. If the recipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F, is not required. In the event that 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, 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 non-federal entities).

Audits – State-Funded Programs

This part is applicable if the project recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the project recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. 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 the Department, other state agencies, and other non-state entities.

State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements above, the project recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

3. If the project recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the project recipient's resources obtained from non-state entities).

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.

Reports to be Submitted

Copies of reporting packages for audits conducted in accordance with 2 CFR §200, Subpart F, shall be submitted, as required by 2 CFR §200.512(d), by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- The Federal Audit Clearinghouse (FAC) in 2 CFR §200, Subpart F. requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c) to FAC at: https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx

Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- Auditor General's Office
  401 Pepper Building
  111 West Madison Street
  Tallahassee, FL 32399-1450

Copies of reports or management letter(s) shall be submitted by or on behalf of the recipient directly to:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- In response to requests by a Federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR §200.512(e).

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits completed in accordance with 2 CFR §200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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.

Davis-Bacon Act, as amended (40 U.S.C. 276a et seq.)

When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the

Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the DOL in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Parts 1, 3, 5, 6, and 7.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR §§§180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment. To assure that this requirement is met, there are four options for obtaining satisfaction that subgrantees and contractors are not suspended, debarred, or disqualified. They are:

The applicant certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.

- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR §§84.200 and 84.610, the applicant certifies that it will continue to provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- Establishing, as required by 34 CFR §84.215, an ongoing drug-free awareness program to inform employees about:

    - The dangers of drug abuse in the workplace.
    - The grantee's policy of maintaining a drug-free workplace.
    - Any available drug counseling, rehabilitation, and employee assistance programs.
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- Requiring that each employee engaged in the performance of the project is given a copy of this statement.

- Notifying the employee in the statement that, as a condition of employment under the project, the employee will:

    - Abide by the terms of the statement.
    - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR §84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

    Director, Grants and Contracts Service
    U.S. Department of Education
    400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
    Washington, D.C. 20202-4571

    (Notice shall include the identification number[s] of each affected grant).

- Taking one of the following actions, as stated in 34 CFR §84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.

    - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
    - Requiring such employee to participate satisfactorily in drug abuse assistance or

rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Making a good-faith effort to maintain a drug-free workplace through implementation of requirements stated above.

DUNS Number - Data Universal Numbering System

The federal government requires organizations to provide a DUNS number (unique entity identifier), and register with the System for Award Management (SAM), as part of their grant applications and proposals. The DUNS number (unique entity identifier), is a nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number (unique entity identifier), is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.

All recipients and sub-recipients funded with federal funds must obtain a DUNS number (unique entity identifier), and register with SAM prior to applying/receiving a Project Award.

EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the granting institution must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists.)* In addition, all application packages for discretionary grants and

cooperative agreements must include the "Notice To All Applicants"(attached) that explains the requirements of Section 427.

The statute highlights **six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age**. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Applicants should be asked to state in the table of contents where this requirement is met.

Department program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the applicant to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR §75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

Gun Possession

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

- The applicant certifies that in compliance with Section 1006.13(3) (a), Florida Statutes, any student who is determined to have brought a firearm, as defined in 18 U.S.C. s. 921, to school, any school function, or on any school-sponsored transportation will be expelled, with or without continuing educational services, from the student's regular school for a period of no less than one full year, and referred to the criminal justice or juvenile justice system.

- School boards may assign the student to a disciplinary program or second-chance school for the purpose of continuing educational services during the period of expulsion.

- Superintendents may consider the one-year expulsion requirement on a case-by-case basis and request that the school board modify the requirement if determined to be in the best interest of the student and the school system.

Indirect Cost and Administrative Fees

School District - The Department has been given authority by the U. S. Department of Education to negotiate indirect cost proposals and to approve indirect cost rates for school districts. School districts are required to develop an indirect cost proposal and, if they fail to do so, they will not be allowed to recover any indirect costs. Amounts from zero to the maximum negotiated rate may be

approved for a program or project by the Department of Education's Comptroller. Indirect costs shall only apply to federal projects.

State Agencies, Local Governments, Indian Tribal Governments, Universities, Colleges and all Non-Governmental Agencies - The Department will allow state universities, state colleges, private colleges and universities, and non-governmental agencies to charge an indirect cost (administrative and/or overhead) up to eight percent or the agency's restricted rate approved by the appropriate cognizant agency, **whichever is lower**. This rate may be charged on the total direct costs disbursed less the amounts of subcontracts in excess of $25,000, stipends, tuition and related fees, and items of equipment, alterations, renovations, and flow-through funds ("pass through" to another entity) on projects issued by the Department. This rate is intended to be all-inclusive of typical administrative and overhead costs, including but not limited to, rental of office space, bookkeeping and accounting services, and utilities. In the alternative, the Department will approve an indirect cost rate of eight percent plus the direct charges for typical administrative and overhead costs such as office space rental when such costs can be directly and appropriately allocated to the program. To recover indirect costs above eight percent, agencies other than school districts must furnish to the DOE's Comptroller's Office a copy of their current negotiated restricted indirect cost plan that has been approved by the appropriate cognizant agency. Amounts from eight percent to the maximum negotiated rate may be approved for a program or project by the Department's Comptroller. For agencies that may have indirect cost in excess of the eight percent limit may not charge directly, use to satisfy matching or cost sharing requirements, or charge to another federal award. Indirect costs shall only apply to federal projects.

Restrictions on Funds for Administration

Restrictions on the amount or percentage that can be charged to a project's administration (which includes indirect cost) will be reflected in the RFP or RFA and/or in the approved Project Award notification or amendment, where applicable.

Administrative Fee for Non-Federal Funds

An administrative fee may be approved by the Department for non-federal projects not to exceed five percent of the total cost of the project.

Interest Income

Based on Section 216.181(16) (b), Florida Statutes, and 2 CFR Part §200.305 (9), project/grant recipients shall remit on an annual basis all interest earned on cash advanced by the Department.

Lobbying

In accordance with Section 216.347, Florida Statutes, the disbursement of grants and aids appropriations for lobbying is prohibited. The Department may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes.

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined in 34 CFR §§82.105 and 82.110, the applicant certifies that:

- No federally 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- If any funds other than federally 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 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, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR §200, Subpart F, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. By entering into this agreement (Project/Grant), the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department 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 or Auditor General.

More Restrictive Conditions

Project recipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions. (See Section G, Conditions for the Approval of Project Applications and Project Amendments, or the Termination of a Project for additional information.)

Obligations by Project Recipients

Obligations will be considered to have been incurred by project recipients on the basis of

documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used.

Ownership of Products—Intellectual Property

The ownership of products resulting from a project, which are subject to intellectual property rights, shall remain with the Department unless such ownership is explicitly waived. The following terms and conditions apply to all grants and project recipients, unless explicitly waived:

- With respect to all products created by the grantee for this project, said materials will be the property of the Department.

- To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 U.S.C.S. 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the contractor shall assign and convey to the Department all right, title, and interest in the product or material and require its employees and subcontractors to do the same.

- The grantee agrees that its employees will not assert any ownership of the product produced under the project. The grantee shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Department's rights.

- Any claim by the grantee of ownership of pre-existing copyrights should be explicitly stated in the project documentation.

- The grantee agrees that if it hires any third party to perform any work on the project, the work shall be on a "work for hire" basis and shall not in any way infringe upon the Department's ownership of the product.

- The grantee agrees not to convey any rights in the product to a third party.

- If the grantee hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the grantee and the Department the non-exclusive license to use the product.

- A licensing agreement or other agreement regarding the use of intellectual property developed under the project may be developed between the Department and grantee in order to further the use of the products in the educational community.

Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute,

regulations, and guidance documents.

Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy both the Department's requirements and the specific requirements of 2 CFR §200.430, and will be based on payrolls documented in accordance with generally accepted practices of the local educational agency (LEA) and approved by a responsible official(s) of the LEA.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- Reflect an after-the-fact distribution of the actual activity of each employee
- Account for the total activity for which each employee is compensated
- Prepared at least monthly and must coincide with one or more pay periods
- Signed and dated by the employee

The U.S. Department of Education has approved for use in Florida a substitute system for allocating salaries to federal projects. As part of this substitute system, the Personnel Activity Reporting System (PARS) may be implemented by school districts so long as it is implemented in accordance with the Department's approved substitute system. This document is available upon request from the Department's Bureau of Contracts, Grants, and Procurement Management Services. When school districts choose to use the substitute system, no variations are allowed without specific written authorization from the Department. School districts choosing not to use the approved substitute system must implement a system that meets all of the requirements of both the Department and 2 CFR §200.430. School districts choosing to use the Department's substitute system must furnish to DOE's Comptroller's Office the district's policies and procedures, which specify the reporting months, as well as the actual time reporting instrument for approval. For each district given authorization to adopt a substitute system, a written approval/agreement will be in effect for the duration of the district's participation in the substitute system or until such time as the requirements change for the Department.

Note: This does not authorize school districts to consolidate administrative funds except as otherwise stated in the project award notification or to use "teams" as a basis for allocating personnel

cost. These methods apply only to the Department.

Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the Department and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

For state programs, funds shall be obligated no earlier than the effective date of the legislative appropriation, usually July 1.

All Project Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the project recipient.

Property

Property purchased, in whole or in part, with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules, and regulations, as follows.

Disposition of Equipment - Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005, Florida Administrative Code, when original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

- Items of equipment with an acquisition cost of less than $1,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency. Income received from these sales will not be reported to the Department.

- Items of equipment with an acquisition cost in excess of $1,000 and a useful life of one year or more may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

- In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and disposition actions.

The Department's policy concerning proceeds received from the sale of property with a current per unit fair market value of $1,000 through $5,000 is the net amount received from such sales will remain at the sub-grantee level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's project in which the sale occurred. It should then be reported on line 11 of the Project Disbursement Report (form DOE 399, DOE 499, or DOE 599) as a total for the fiscal year in which the sale(s) occurred. This identification of income is necessary to meet reporting requirements of the United States Department of Education. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. Income from the sale of this type of property should be recorded in the agency's special revenue account as other

income and identified as such for the federal cash advance reconciliation at the end of each fiscal year. If the agency is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Department to be forwarded to the United States Department of Education.[1] Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of $5,000, must be processed in accordance with 2 CFR §200.313(e)(2), with the assistance and written approval of the Department.

Disposition of Real Property - Disposition of real property will be handled on an individual basis. The local educational agency will also coordinate real property dispositions with the program coordinator responsible for the particular project or program from which the real property was purchased. Property purchased entirely with state funds shall meet the minimum requirements of the Auditor General as defined in the County and District Tangible Personal Property publication in addition to local procedures. (See Section F, Program Income, Interest Income, and the Disposition of Equipment, for additional information.)[2]

Inventory of Property – All project recipients must ensure that a complete physical inventory of all property is taken at least once each fiscal year. Chapter 69I-72.006, Florida Administrative Code.

Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, school districts and other local education agencies must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools.

Purchasing

All recipients and subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR §§200.317 – 200.326.

Reporting Requirements—Financial Disbursements

Federal project recipients on cash advance are required to report disbursements using the Cash Advance and Reporting of Disbursements System (CARDS)[3] and by submitting a Project Budget Summary and Disbursement Report (DOE 399, DOE 499, or DOE 599) annually for each active project. These reports must be received in the DOE's Comptroller's Office by the 20th of the month succeeding the final month in which the disbursements were made. Failure to submit these reports in a timely manner may result in a decrease or delay in the monthly cash advance or loss of funds. Other federal project recipients are required to report in accordance with instructions stated in the Project Award Notification. State project recipients shall submit reports as required by the Department. Audit reports shall be sent in accordance with Section 215.97, Florida Statutes, to:

[1] Upon termination of a project, and at the discretion of the Department, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Department and all necessary actions to transfer the ownership records of the equipment/property to the Department or its designee, will be taken.
[2] Ibid
[3] CARDS Cash Advance and Reporting of Disbursements System), is scheduled to be replaced with FLAGS (FLA Grants System). When replaced, all references to CARDS will be FLAGS.

Florida Department of Education
Bureau of Contracts, Grants, and Procurement Management Services
344 Turlington Building
325 W. Gaines Street
Tallahassee, FL 32399-0400

Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal and state laws, rules, and regulations. Federal regulation 2 CFR §200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all ligation, claims, or audit findings involving the records have been resolved and final action taken.

In Florida, the General Records Schedule GS1-SL for State and Local Government Agencies (available at http://dos.myflorida.com/library-archives/records-management/general-records-schedules/) includes the following requirements related to grant files for recipients:

> This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five years after the completion of the project provided applicable audits have been released.

Access to records of the grantee and subgrantees and the expiration of the right of access is found at 2 CFR §200.336 (a) (c), which states:

> (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, including but not limited to the, Florida Department of Education, Florida Department of Financial Services, and the Auditor General of the State of Florida, must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
>
> (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Single Audit Act

- If a recipient expends **state** financial assistance equal to or in excess of $500,000 in a fiscal year,

that recipient is subject to the requirements of the Florida Single Audit Act (see Resources).

- If the recipient expends **federal** financial assistance equal to or in excess of $750,000 in a fiscal year, the recipient is subject to the requirements of the Federal Single Audit Act.

Projects/Grants awarded by the Florida Department of Education to subrecipients will be subject to audits and/or monitoring by the Department.

Supplement, Not Supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of nonfederal funds that would be available in the absence of federal funds, and in no case to replace these nonfederal funds.

The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

> When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Travel

All travel performed in connection with approved project activities must be in compliance with the current Section 112.061, Florida Statutes, which covers per diem allowance and travel expenses. The Florida Department of Education's Travel Manual is available at: http://www.fldoe.org/core/fileparse.php/5625/urlt/0076987-travelmanual.pdf .

Section 112.061(14), Florida Statutes, Applicability to Counties, County Officers, District School Boards, Special Districts, and Metropolitan Planning Organizations, establishes statutory authority allowing specified entities to establish travel reimbursement rates other than those established by Section 112.061(6)(a), (6)(b), and (7)(d), Florida Statutes. Each entity must comply in accordance with the statute, and include with the project application a copy of the applicable document, e.g., ordinance, resolution, policy, or rule, and have a detailed description on the project budget form.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Uniform Grants Guidance or UGG (2 CFR Part 200), went into effect on December 26, 2014, which consolidated previous requirements from OMB Circulars A-21, A-87, A-89, A-102, and A-110, A-122, A-133 into a uniform set of rules.. The focus for the change, from the Office of

Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These regulations are required for all federally funded projects/programs.

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

FLORIDA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

25B036

2024-25 21st CCLC Subrecipient Assurances

The subrecipient agrees to the program requirements and expectations for the implementation of the 21st CCLC program as outlined in the Request for Proposals (RFP) and the assurances below. Each assurance must be initialed by the Agency Head. The final page must be signed by the agency head.

Program Operations

The 21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier. (___)

Academic Focus

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students. (___)

Evidence-based Research

Program activities will be implemented based on evidence-based practices using the levels of evidence in the Every Student Succeeds Act. Activities must be based in evidence that shows that the students will meet challenging State academic standards. (___)

Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Subrecipients must also coordinate Federal, State, and local programs to make the most effective use of resources. (___)

Facilities

Program facilities will be as available and accessible to participants as the students' local school. The facilities have sufficient resources to provide all proposed and required activities. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP, Florida Statutes and Florida Administrative Code. (___)

Supplemental Meals

Students will be provided nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. A supplemental snack will be offered to each student, each day. A meal will be offered to each student when the program exceeds four hours of operation each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students will **not** be charged for costs associated with supplemental snacks/meals. (___)

Students with Special Needs

Students with special needs will be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated. (___)

Collaboration with Schools

The program was developed and will be implemented in active collaboration with the schools attended by participating students and the community. (JW)

Community Awareness

The subrecipient gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission. (___)

Property

Property acquired with 21st CCLC funds will remain within the appropriate facility for continued use in the 21st CCLC program until the funding period has expired. If the 21st CCLC program no longer exists at the end of the program period, all equipment will be distributed to another federal program. (___)

Records Retention

The subrecipient will retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program or until such time as all pending reviews or audits have been completed and resolved. (___)

Monitoring and Evaluation Activities

The subrecipient will fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the Florida Department of Education (FDOE) and/or authorized representatives. The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the United States Education Department (USED). (___)

Student Safety

The subrecipient will ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other

emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards. (___)

Suspension of the Grant

The department may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement. (___)

Financial Consequences

If the subrecipient fails to meet and comply with the activities established in the approved application or make appropriate progress on the activities, and they are not resolved within two weeks of notification, the department will (1) approve a reduced payment, (2) request the applicant redo the work, if possible and/or (3) terminate the project. Activities subject to financial consequences include failure to meet student attendance targets, operate the program as indicated in the program schedule, report programmatic data, submit deliverables or meet the performance goals of the program. (___)

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency will comply with program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the RFP.

Agency Name *School District of Manatee County*

Agency Head or Authorized Agency Representative _____
Signature

Dr. Jason Wysong
Printed name

Title **Superintendent**

Date 04/26/2024

Phone No. **941-708-8770**

Email **wysongj@manateeschools.net**

Assurance of Providing Equitable Services for Private Schools (Private School Participation)

21st CCLC programs are required to provide equitable services to eligible private school students, teachers and other education personnel. Applicants must assure that the agency has and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education service areas. 21st CCLC programs must, at a minimum, consult with officials from those private schools located in the specific geographic area(s) served by program site(s).

In accordance with 34 C.F.R. Part 76.656, provide the following information in reference to consultation and participation of eligible private schools in Title IV, Part B, 21st CCLC:

(a) A description of how the applicant will meet the federal requirements for participation of students enrolled in private schools.

The district conducts an annual Private Schools Meeting each November. This is an ongoing consultation and communication with private schools to identify needs and qualifying students. Private schools may choose to opt out of services at anytime during the process. Communications with private schools not opting out occur twice per year and may be conducted in person and/or via email, phone calls or certified letters.

(b) The number of students enrolled in private schools who have been identified as eligible to benefits under the program.

At this time no private school students have been identified for services. Through ongoing consultation, students may be identified, and appropriate services offered.

(c) The places and times that the students will receive benefits under the program.

If students are identified as eligible, they will receive services through the School District of Manatee County's 21st CCLC grants. Services will be provided at the targeted schools on the dates, days and times outlined in the site profile worksheets.

(d) The differences, if any, between the program benefits the applicant will provide to public and private school students, and the reasons for the differences.

There will be no differences in the services and benefits provided to public and private school students. All students regardless of the school in which they attend will receive the same level of services including days of operation, hours of operation, and activities.

☐ Check this box if there are NO private schools located within the geographic area(s) of the site(s) where the 21st CCLC program is located.

Florida 21st Century Community Learning Centers (21st CCLC)
Program Year 2024-25

Agency Name	School District of Manatee County
Agency Head or Authorized Agency Representative	Signature Dr. Jason Wysong Printed name
Title	**Superintendent**
Date	04/26/2024
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

2022-2023 Scope of Work
Agency Name: Manatee County School District
Project Number: 410-2443B-3C002
Program Name: Palm View K-8

Section 1: Project Abstract/Summary

The School District of Manatee County (SDMC) operates the Palm View K-8 Grant at Palm View K-8 School, 6025 Bayshore Road, Palmetto, FL 34221 a Community Learning Center. One hundred-twenty Kindergarten through 8th grade students are provided programming during the school year from 3:15PM–5:45PM, Monday through Friday beginning August 10, 2022 to May 19, 2023. Program activities include academic enrichment - reading and English Language Arts (ELA); mathematics; science, technology engineering and math (STEM); healthy and active lifestyles; well-rounded education activities (visual and performing arts education); and literacy activities (i.e. adult family member literacy events to support students and their families).

We believe that having a successful program means tying family and community involvement in schools to positive student outcomes. Palm View plans to increase parent involvement through family events and workshops. Five (5) events will be designed to help family members improve their involvement in their child's education. Workshop dates and information will be disseminated via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website, and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish.

Participation will be monitored through sign-in sheets. Events will last approximately one hour and will provide parents with information designed to help them assist their children with educational activities at home including reading strategies, math skills, and simple STEM projects. In addition, community partners will help to provide valuable and educational workshops/events for the adult family members offered in the late afternoon/early evening. As more 21st CCLC families become involved, the expectation is there will be an improvement in student academic performance.

Section 2: Site Level Funding

See FRG in attachments.

Section 3: Applicant Capacity

	Number of Years	Dates of Operation
21st CCLC	10+	2001 - Present
Federal Funding	10+	1965 - Present
Other Types	10+	1980 - Present

EXPERIENCE WITH EXTENDED LEARNING PROGRAMS: The School District of Manatee County (SDMC) has substantial experience in efficiently operating effective and impactful extended learning programs for more than 20 years. SDMC offers out-of-school programming and extended learning programs throughout public schools and public charter schools in Manatee County. With over 50,000 students

attending District public schools, a significant effort has been made to focus on the support and improvement of out-of-school programs in Manatee County.

SDMC's Extended Day Enrichment Program (EDEP) operates before and after school programming in 27 elementary schools during the school year. EDEP offers daily academic enrichment along with fun and engaging hands-on activities for students. In addition, the District operated a successful Supplemental Educational Services (SES) program from 2005 through 2013. SDMC was only one of five districts in Florida running the program as a district-based SES provider program. More than 600 students were tutored each year and on average, 89% achieved learning gains over the program's tenure.

EXPERIENCE USING FEDERAL FUNDING: As noted above, the School District of Manatee County (SDMC) has tremendous experience in obtaining, overseeing, and managing federal funds, with substantial federal funding used specifically to support Extended Learning Programs. In addition to centralized support of out-of-school programs, the District has also received federal, state and local funds to help provide out-of-school programs with limited financial burden on the families and students. More specifically, the SDMC Department of Federal Programs oversees millions in annual funding specific to offering expanded learning opportunities to students in Title 1 schools (e.g., after school tutoring, Saturday school, and summer programs). Over the past 8 years, Title III funds have been used to tutor English Language Learners (ELL) during the extended learning time. Further, federal funds are used to host summer program camps for middle school students and elementary school students at Title 1 schools. The SDMC Exceptional Student Education Department also offers expanded learning opportunities for students with special needs through tutoring programs and extending the school year through the summer. The Adult, Career and Technical Education Department has raised over 75 million in funds over the past 18 years and oversees many local, state and federal programs. Grants include School Transformation, Perkins and Small Learning Communities. The SDMC School Improvement Department has utilized grant funds in Title 1 schools to extend the regular school day, provide after school tutoring and professional development for teachers and staff. In total, during the 2021-2022 school year, SDMC has overseen $134.4 million in federal funding to support students during the regular day and through extended learning opportunities. Additionally, SDMC has received funding to support extended learning opportunities from a variety of local foundations, associations and corporations - including the Manatee Education Foundation, Dollar General, Verizon, AAA, the Laura Bush Library Grant, and VW Foundation. These grants and donations helped provide smaller awards to individual schools and teachers.

EXPERIENCE WITH 21ST CCLC PROGRAMMING: SDMC has operated 21st CCLC programs for over 20 years and received more than $12 million across 9 grants to serve K-12 students in 19 schools. Palm View K-8 has been successful implementing the program for students over the past five years. Based on standardized testing data from 2018-2019 summative reports, regularly participating students attending the 21st CCLC program had a 42% increase in academic achievement level in reading and 59% increase in math. Additionally, reading and math quarter grades increased with 62% of students meeting reading proficiency and 63% meeting math proficiency. This program is vital to the community. 21st CCLC has provided parents a safe and secure place for their children to receive support for academics and enrichment activities. Students benefit from more time in the classroom and receiving homework help from certified teachers. Teachers and staff at Palm View have stated students who attend the 21st CCLC program attend school more regularly, complete their homework effectively and have better behavior. SDMC has implemented the proposed 21st CCLC services over the years to meet federal, state and district requirements.

The 21st CCLC Palm View K-8 Grant will be housed within the district's Curriculum Department and the Extended Day Enrichment Program (EDEP) that provides programming during non-school hours to 27 public schools. With this placement, the district will be able to leverage the experience, resources and

staff of EDEP including an experienced Program Director with 20 years facilitating 21st CCLC programs. Palm View will be managed by a full-time Site Coordinator ready for immediate implementation providing strong site leadership. In addition, each site will have a 21st CCLC Program Team comprised of representatives from the school district, community, school administration, teachers, parents and/or students.

PROGRAM ADMINISTRATION AND FISCAL MANAGEMENT: SDMC is committed to a high level of transparency with regard to processes, practices and investments. School level expenditures are made public by school. Providing full disclosure of all relevant fiscal information in a timely and systematic manner, www.manateeschools.net is used as the vehicle to publish these documents. All matters of the budget are approved by the School Board, comprised of five elected officials. The Board has no vested financial interest in program operations.

PROGRAM EVALUATIONS: To appropriately track and encumber obligated expenditures, function and object codes will be set using the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Program funds, records and budgetary expenses will be housed, tracked and reconciled by the program bookkeeper located at the district's Professional Support Center. All actions will be approved by the Program Director, Curriculum Director and the school district's Finance Department. SDMC has extensive experience collecting, maintaining, analyzing and reporting accurate program evaluation data. Processes include ongoing professional development, FOCUS student information system that tracks all student data and oversight from the school district's Research and Assessment Department.

PROGRAM IMPLEMENTATION: SDMC has experience in providing a broad range of services. These services are in line with the 21st CCLC program goals, objectives, and approved activities from standards-based education to nationally-awarded STEM programming to research-based curricula within 48 traditional school sites as well as alternative sites. Palm View has the support of parents, the community and District to ensure the program is implemented with fidelity.

Section 4 : Building Your Program Team

PROGRAM TEAM: The School District of Manatee County worked with district administrators, school administrators and staff, community partners and parents to develop a strong Program Team with the ability to design the proposal, support the implementation of the grant, and provide ongoing insight into the continuous improvement of the 21st CCLC program. As part of the proposal development process, the Program Team became an integral part of identifying needs, determining ideal operational considerations, and informing the best activities to meet the needs of all stakeholders. The Program Team is composed of stakeholder representatives that are fully capable of speaking on behalf of their fellow stakeholders (e.g. teachers, community-connected parents, high-level school administrators, district level contacts and secondary institution representatives).

PROGRAM TEAM MEMBERSHIP: The Program Team member selection was a critical task to ensure the most knowledgeable individuals were included to help design the 21st CCLC proposal and the associated activities. All individuals on the Program Team have provided letters of commitment to continue serving on the Program Team for the duration of the four year grant. It is anticipated that the Program Team will grow in future years, as additional individuals are identified that would help improve the 21st CCLC program and the services to students and families (e.g. new teachers, new parents, new students in the school, etc.). Ultimately, the Palm View K-8 Program Team includes team members who collaborated, contributed and provided their expertise in the development of the application. The team

members are:

Trish Dezso - Director, EDEP and 21st Century (District Administrator)
Kaththea Johnson - Principal (School Administrator)
Cindy Pham - Assistant Principal (School Administrator)
Jodie Hyvonen - Community Member
Sonya Hernandez - Parent of Student at Palm View K-8 School
Rosa Cline - Elementary Teacher at Palm View K-8 School
Stacy Cummings - Middle School Teacher at Palm View K-8 School
Carol Lewis - Coordinator, Career Pathways, Secondary and Postsecondary Institution
The Full-Time 21st CCLC Site Coordinator will also be a member of the Program Team

Trish Dezso, Program Director for the School District of Manatee County brings over 20 years of experience implementing 21st CCLC before/after and summer programming. Kaththea Johnson, Palm View Principal brings almost 20 years of experience in schools as a Teacher and Administrator, having previously taught in a 21st CCLC program and currently overseeing Palm View's 21st CCLC program. Cindy Pham, Assistant Principal at Palm View K-8, has experience with 21st CCLC helping to facilitate the current program. Jodie Hyvonen and Sonya Hernandez serve as the Community and Parent members bringing relevant information about community and family needs. Rosa Cline and Stacy Cummings currently serve as Site Coordinators for the after school 21st CCLC Grant and both bring years of experience in leadership and teaching in both elementary and middle schools. Carol Lewis, Career Pathways Coordinator works closely with State College of Florida and Manatee Technical College. With 24 years experience, Carol's expertise will support a smooth transition between secondary and post-secondary institutions. Once the grant is awarded, a full-time 21st CCLC Site Coordinator will be hired and will be a permanent member of the Program Team.

PROGRAM TEAM TASKS: The Program Team was involved in all stages of the application process. The Team met on four separate occasions to assess program needs, evaluate current community and school resources, identify program operations and any gaps in services that could be addressed by a 21st CCLC program, and develop and select activities for inclusion in the final 21st CCLC proposal. Quarterly meetings will be held throughout each project year to ensure activities are implemented with fidelity, while also ensuring progress towards proposed outcomes and operations. The Program Team will work together to plan, revise and modify program activities to ensure the quality of the continuous improvement process, including engagement of all stakeholders and plans for sustainability.
In addition to the Program Team, the Palm View 21st CCLC Grant has secured partnerships with several important stakeholders that will help support and expand the 21st CCLC offerings under this grant proposal: University of Florida/IFAS Extension, Manatee Technical College, The Bishop Museum of Science and Nature, Van Wezel, Manatee Education Foundation, Manasota Elite Educators Insurance, Bayside Community Church, Extended Day Enrichment Program (EDEP), Soar in 4/Florida Grade Level Reading Campaign and the Adult, Career and Technical Education (ACT) department. Palm View K-8 School and SDMC will continue to seek additional 21st CCLC partners that can provide donations, goods, services, resources and volunteers. In addition, SDMC will continue to leverage the current agreement with the National School Lunch Program to provide a daily nutritious snack afterschool.

Section 5: Engaging Stakeholders

IDENTIFIED STAKEHOLDERS: Stakeholders are partners in the development, implementation and

continuous improvement of the learning community center. The engagement of stakeholders has several explicit purposes; (1) identify the needs of the students, families, schools and communities; (2) identify current gaps in programming and services where funding could best be applied to support students and families; and (3) identify specific activities and subject areas that best support and address the identified needs and gaps. The process of identifying and engaging stakeholders in the planning and design of the program helped inform the final grant proposal. With feedback from each stakeholder group, the program has been thoughtfully designed to meet the needs of students and their adult family members. The program is site-specific, age-appropriate and designed for each school's unique environment. The Program Team determined the most valuable stakeholders to engage through the 21st CCLC were:
(1) Reading and Math Teachers - School day teachers are crucial to the development and continued success of the community learning center. 21st CCLC will play a vital role in supporting student learning of the new B.E.S.T. (Benchmarks for Excellent Student Thinking) standards and provide activities to compliment core academic programs. Program teachers and staff will regularly communicate with school day teachers in order to align lessons with day-to-day classroom instruction. This communication will occur at least weekly through emails, phone calls and meetings. Topics of discussion will include student attendance, behavior and academic needs. Feedback will be used to revise and refine activities in order to better support what students are learning and/or identify areas needing additional support. With the support of these regular day teachers, the Program Team believes students attending the program will have a better chance of meaningful change that will be reflected in their academic performance and during teacher observations.

(2) Adult Family Members - Parents, guardians and caregivers are key for successfully implementing and sustaining effective programming. Through parental support and involvement, students will be more successful at school and home. At least 5 parent engagement events will be provided for parents through the 21st CCLC Grant during the program year. Events will promote the importance of parents supporting their child's education through strategies for helping with homework and independent reading and math skills. Participating parents will complete a survey after each event to provide feedback on areas of program improvement and additional needs. A portion of each event will be used to discuss and share ideas pertaining to program enhancement. The Program Team noted that parent engagement is a struggle across the targeted population; however, services under the 21st CCLC grant will give them the tools to improve and understand the educational process.

(3) Students - The Program Team noted the importance of engaging students in the process as they are essential to 21st CCLC program success. Just having students attend the program is not as powerful as ensuring they have a voice. Surveying students gives them that voice and allows participation in the program design. Throughout the program year, students will be surveyed to gain valuable feedback on future programming.

(4) Community Partners - SDMC has established strong partnerships within this grant proposal. Community members will consist of nearby retirement communities, businesses, local organizations, churches and established partners. The community supports the school district's 21st CCLC Palm View K-8 Grant as a way to close the gap in services for the county's most at-risk children. The Program Team will meet at least quarterly with community stakeholders to discuss specific topics in areas of need and support for students. Meetings will provide feedback for future program planning and sustainability. During the design process, the Program Team meaningfully surveyed teachers, parents, students and potential partners to identify what is needed in a community learning center at Palm View. SurveyMonkey was used to create, collect and analyze survey results. Paper surveys were available to stakeholders without access to a computer. The Know Your Schools Portal indicates Palm View has 53 teachers and 804 students. Data was collected from 39% of teachers, 34% of students, 12% of parents and 5 partners. Ongoing collaboration throughout the grant will ensure the community learning center continues to meet the needs of all stakeholders.

Section 6: Assessing Program Needs

NEEDS ASSESSMENT: A needs assessment was critical in formulating an in-depth understanding of Palm View's needs. The data was gathered from a number of sources including the Florida Department of Education, Palm View's School Improvement Plan, the Know Your Schools Portal, district assessment data, and stakeholders. Palm View serves 815 students in kindergarten through 8th grade. The school is surrounded on three sides by retirement communities comprised of manufactured homes and sandwiched between two major thoroughfares. It serves Rubonia, a high-poverty community. Situated along a major highway with no sidewalks and narrow roads, most students are bussed to school or are car riders. Based on the Community Eligibility Program, an alternative approach for offering school meals to local schools based on former free and reduced student numbers, 100% of students receive free lunch.

ACADEMIC ACHIEVEMENT GROWTH AND PARTICIPATION: In 2018-2019, Palm View increased their school letter grade from a D to an A. Data prior to the 2018-2019 school year showed a downward trend in ELA overall proficiency and learning gains, and very little improvement in Math proficiency. Many resources and support were put into place including the implementation of 21st CCLC. Over the next 3 years, Palm View transitioned to a full Kindergarten through 8th grade school and met the challenges of COVID-19 and learning loss. 2020-2021 school grade data showed Palm View K-8 dropping from an A to a D, however, the state did not require schools and districts to take their grade. Therefore, Palm View K-8 is still labeled an A.

There is a significant decrease in proficiency when comparing higher performing 3rd-5th grade students with lower performing 6th-8th grade students in both ELA/Reading and Math content areas. Overall learning gains and the bottom quartile were between 67% and 92% in 2018-2019, decreasing to an average of 35% in 2020-2021. In all content areas, ELA/Reading, Math, and Science, student proficiency decreased as did learning gains and number of students in the bottom quartile.

All subgroup areas have decreased proficiency. Compared to last year, there was a significant difference in the number of students who made learning gains and those who did not. In all content areas, ESE and ELL subgroups decreased both proficiency and in learning gains. When comparing 2020-2021 FSA and progress monitoring data with our 2018-2019 school grade data, all areas decreased which raises a concern in every component, including a focus on subgroups. All subgroups fell below the 41% state requirement in 2020-2021: SWD: 25%; ELL: 31%; Black/African American: 33%; Hispanic: 39%; Multiracial: 29%; and ED: 37%.

TITLE 1 COMPREHENSIVE NEEDS ASSESSMENT: There is a critical need to provide students with more opportunities for standards-based academic tutoring and enrichment. Added enrichment could further advance the success of lower performing students. Using the Power Index, areas of greatest need for improvement and therefore most focus are:
1. Middle School Acceleration - Algebra I and Geometry
2. Lowest Quartile Learnings Gains in both ELA/Reading and Math
3. Subgroups focusing on: ESE and ELL (Based on a review of data, many of these students also fall into the L25 groups and therefore have an impact in multiple areas)

Contributing factors for the decrease in performance include the following:
1. Converting from a K-5 elementary school to a full K-8 school, doubling capacity in 2 years
2. Two new components factored into school grade calculations: Social Studies (EOCs) and MS Acceleration
3. Increase in the number of students within high-needs subgroups: ESE and ELL
4. Discipline, Trauma, need for SEL and Restorative Practices for students on campus

SCHOOL BENCHMARK DATA: 2021-2022 1st & 2nd quarter data for grade levels, ELL, Students with

Disabilities (SWD), and other Subgroups shows as follows:

ELA/Reading:
- 3rd grade ELA proficiency: Q1-33%; Q2-23%
- 4th grade ELA proficiency: Q1-44%; Q2-34%
- 5th grade ELA proficiency: Q1-35%; Q2-33%
- 6th grade ELA proficiency: Q1-45%; Q2-31%
- 7th grade ELA proficiency: Q1-28%; Q2-33%
- 8th grade ELA proficiency: Q1-41%; Q2-31%

Math:
- 3rd grade MATH proficiency: Q1-38%; Q2-27%
- 4th grade MATH proficiency: Q1-55%; Q2-61%
- 5th grade MATH proficiency: Q1-52%; Q2-50%
- 6th grade MATH proficiency: Q1-36%; Q2-28%
- 7th grade MATH proficiency: Q1-43%; Q2-44%
- 8th grade MATH proficiency: Q1-33%; Q2-34%

Science:
- 5th grade Science proficiency: Q1-26%; Q2-27%
- 8th grade Science proficiency: Q1-14%; Q2-30%

Acceleration:
- Algebra & Geometry proficiency: Q1-60%; Q2-54%

Students with Disabilities:
- SWD Q1:
  - ELA: 12% proficiency; 31% learning gains; 43% L25 learning gains
  - Math: 29% proficiency; 49% learning gains; 74% L25 learning gains
  - Science: 8% proficiency
  - Acceleration: No SWD are currently in an accelerated course.
- SWD Q2:
  - ELA: 13% proficiency; 45% learning gains; 60% L25 learning gains
  - Math: 26% proficiency; 62% learning gains; 85% L25 learning gains
  - Science: 4% proficiency
  - Acceleration: No SWD are currently in an accelerated course.

English/Language Learners:
- ELL Q1:
  - ELA: 22% proficiency; 36% learning gains; 17% L25 learning gains
  - Math: 43% proficiency; 53% learning gains; 80% L25 learning gains
  - Science: 17% proficiency
  - Acceleration: 33% proficiency
- ELL Q2:
  - ELA: 21% proficiency; 44% learning gains; 46% L25 learning gains
  - Math: 32% proficiency; 54% learning gains; 85% L25 learning gains
  - Science: 19% proficiency
  - Acceleration: 33% proficiency

ACCESS for ELL: Data from the annual summative English language proficiency assessments over the last two years show a significant decrease in Overall Proficiency Rating and a large increase in the number of ELLs receiving services.
2019-2020: 94 students; 28% overall proficiency rating
2020-2021: 117 students; 9% overall proficiency rating

ACCELERATION-ALGEBRA 1: Based on the 2020-2021 progress monitoring data, proficiency in Algebra 1

increased to 56% in 2021-2022 which was more than a 30% increase from the previous year.

3RD GRADE RETENTION: For 2021-2022, Palm View has 18 retained 3rd grade students and 1 Academy classroom with a full time Reading endorsed teacher and paraprofessional. Benchmark data results are:
ELA: Q1-17% proficiency; Q2-11% proficiency
Math: Q1-31% proficiency; Q2-19% proficiency
ELA Overall Learning Gains: 12/16 – 75%. L25 LG: 12/15 – 80%
Math Overall Learning Gains: 12/14 – 86%. L25 LG: 10/11 – 91%

DISCIPLINE AND ATTENDANCE: Over the last two years, the majority of discipline referrals were written for disruptive behavior (due to lack of engagement), disrespect (to staff and others), and tardies. In 2021-2022, 17% of students received referrals in Quarter 1 and 22% received referrals in Q2. The increase in referrals was due to the implementation of a new tardy threshold policy beginning second quarter. To improve discipline and attendance, all students attend a 20-minute advisory period each day that includes social and emotional learning along with restorative practices. There is a need for continued social and emotional learning.

The percentage of students missing 10% or more of school decreased from 44% in the 1st quarter to 38% in the 2nd quarter. Data from the 2020-2021 school year show a total of 42% of students have missed 10% or more of the school year. A Graduation Enhancement Technician employed at Palm View is focused on improving attendance and reducing tardies through incentives and monitoring policies for daily and weekly tracking of students at all three Tier support levels.

STAKEHOLDER SURVEYS: Data was collected from 39% of teachers, 34% of students, 12% of parents and 5 partners. 95% of TEACHERS surveyed believe after school programming is important for students and the program should be free. In addition, 100% agreed parents could not afford weekly fees for afterschool programming. Teachers identified the following three areas as the greatest need: reading at grade level, understanding math concepts and behaving in class. They feel structured after school programs would improve resources for students, homework completion, reading and math skills and connection to the community.

STUDENTS identified help with homework, outdoor games and fitness, science projects and experiments, painting and drawing as the most desired activities. Survey results showed students struggled most in the area of homework, math and reading.
Over 90% of PARENTS surveyed stated their children needed after school programming, however, 83% stated they could not afford to pay and after school programming is not readily available in the community. Areas of need identified by parents include homework help, reading, math and STEM. Parents indicated they would want their children to attend programming at least 4 days after school for 2.5 hours each day.

Five potential PARTNERS participated in the survey stating their interest in partnering with the community learning center. The partners feel providing a safe place for students and families is the top priority. Academic support and enrichment activities are equally important. Potential partners indicated support through donations, volunteers and in-kind resources. In summary, the three elements of program activities identified the most by students and families are homework help, academic support and enrichment opportunities.

Section 7: Intentionally Designing Activities

ACADEMIC ENRICHMENT: READING/ENGLISH LANGUAGE ARTS
Palm View K-8 will provide 21st CCLC students with activities that directly align with Florida's B.E.S.T.

standards and the needs assessment findings outlined previously, particularly the reading needs demonstrated by prior FSA performance data, teacher feedback, parent feedback, and overall recommendations from the Program Team. The ELA activities will focus on reading areas that are challenging for students such as phonics and foundational skills of primary grades and vocabulary, fluency, and comprehension for all grade levels. All activities will accommodate different learning styles and levels to include both remediation and enrichment. The following reading curriculum will be used for elementary students: Benchmark Advanced, Literacy Footprints, Leveled Readers, Accelerated Reader; and for middle school students: Lexia Power Up Reading, Accelerated Reader and Leveled Readers along with Edginuity for credit recovery to support the chosen interventions. DimensionU will supplement reading for 3rd – 8th grade.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes the thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: According to the needs assessment stakeholder survey data, students targeted for the 21st CCLC program need additional reading support. Reading interventions that begin early in the primary grades have shown to benefit students in later grades. Research suggests struggling to read in younger grades must be addressed or students risk ongoing struggles throughout their education. Students who are not proficient in reading by 3rd grade have four times higher dropout rate than readers who are proficient (e.g., Fiester, 2010). Family literacy nights will be planned to provide opportunities for adult family members to acquire English language and literacy skills while empowering them to become more involved in their children's education.

EVIDENCE AND REFERENCES: Overall, the activities and lessons are selected and designed to provide research-based, reading support and interventions for students in kindergarten through 8th grade. The components for the reading activities were selected to best impact reading comprehension, reading fluency and reading achievement for 21st CCLC students. Although no information for the reading programs was found on the What Works Clearinghouse (WWC), several studies were found that support the Tier 1 interventions and recommendations requiring research totaling at least 300 participants. The "Report of the National Reading Panel" (NICHD, 2000) provides equally compelling evidence for explicit, systematic instruction for each of the five essential components of literacy (phonemic awareness, phonics, fluency, vocabulary, and comprehension). "Explicit instruction in reading makes a difference in student outcomes, especially for those who are low achieving" (Denton et al., 2003, p. 202). "Explicitness has been a component of instruction in studies documenting improved outcomes in phonological awareness, decoding, and the application of comprehension strategies for the understanding of text" (Denton et al.).

FREQUENCY: Reading activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year. Family literacy activities will also be planned so children and parents can experience reading together.

ACADEMIC ENRICHMENT: MATHEMATICS
Math will focus on standards-based activities, project based learning, and hands-on learning with manipulatives. All activities will accommodate different learning styles and levels to include both remediation and enrichment. Math lessons will come from enVision MATH, Best Standards for Math, DimensionU and Acaletics intervention and support materials. In addition, Edginuity will be used with middle school students for credit recovery.

INTERVENTION DESCRIPTION: Concrete-Representational-Abstract (CRA) is an approach to teaching math. All topics in math can be taught using CRA. Students do not have to progress through the concrete to get to the representational and abstract phases. Students often work at the concrete and abstract or representational and abstract phases at the same time. With CRA, students work with hands-on materials that represent math problems (concrete), pictorial representations (representational), and problems with numbers and symbols (abstract). The teacher explicitly bridges the connection between the three components of math problems.

INTERVENTION DESCRIPTION: Explicit, systematic instruction strategy involves teaching a specific skill or concept in a highly structured and carefully sequenced manner. Research has indicated that teaching in this manner is highly effective and significantly improves a student's ability. This strategy is effective across all grade levels and diverse groups of students. The key components of explicit instruction include: (1) identifying skills or concepts to be learned; (2) connecting content to previous learning; (3) giving precise instructions; (4) modeling concepts in a step-by-step manner with "think-a-louds" – teacher verbalizes the thought process while demonstrating the concept; (5) providing opportunities to practice; (6) encouraging students to verbalize the strategy used to solve the problem; (7) offering specific feedback followed by time to correct errors including reteaching; and (8) checking for and promoting maintenance. The key components for systematic instruction include: (1) presenting lessons that build on one another moving from simple to complex skills; (2) breaking complex skills into smaller more manageable chunks; (3) prioritizing tasks from easy to more difficult; and (4) scaffolding instruction by providing temporary supports (e.g., manipulatives, written prompts or cues).

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on the collected survey data, teachers, parents and students indicated the need for additional math support. Parent involvement is a primary factor in supporting students' educational success. The 21st CCLC program will plan family events so parents feel knowledgeable and comfortable to help their children succeed in mathematics. The events may be led by afterschool staff or local experts from the community.

EVIDENCE AND REFERENCES: While the What Works Clearinghouse did not include information on the selected math interventions, support for math was clearly indicated in the needs assessment. When teachers provide effective math instruction, teachers can reduce the performance gap between students who are at risk for math (Clarke, Smolkowski, Baker, Fien, Doabler, & Chard, 2011). Students with learning disabilities who receive effective math intervention develop critical skills like problem-solving and abstract reasoning, which are necessary for math proficiency (Gersten, Chard, Jayanthi, Baker, Morphy, & Flojo, 2008; Allsopp, Lovin, & Van Ingen, 2017). Results of a study of middle school math teachers indicated students who learned using the CRA method to solve equations outperformed peers receiving traditional instruction (Witzel, Mercer, & Miller, 2003). CRA methods teaching place value, fractions, addition, subtraction, multiplication, algebra and word problems are supported by research (Mancl, Miller, & Kennedy, 2012).

FREQUENCY: Math activities will be offered to all students at least two times per week for 30-45 minutes throughout the program year.

ACADEMIC ENRICHMENT: SCIENCE/STEM and CAREER COMPETENCIES AND READINESS
Through STEM, students will engage in experiential education that excites, engages, and enriches through a hands-on, learn-by-doing approach in science, technology, engineering and math. Skills will be taught so that all students can understand and build on prior knowledge. For middle school students specifically, STEM activities will include career competencies and career readiness.

ACTIVITY/DESCRIPTION: STEAM-Woz ED PATHWAYS
Palm View K-8 is the first school in the Nation to implement all 5 Woz Pathways school-wide. Since beginning implementation in the 2019-2020 school year, Palm View has added other Pathways to include Animation and Artificial Intelligence. Expanding the Woz program to the community learning center will support Palm View's focus on employment and career competencies and readiness. The Woz lessons are purposefully designed to build an engineering mindset while developing the soft skills employers value. Collaboration, problem solving, and critical thinking are inherent in every project. K-8 students will participate in robotics, engineering, digital and graphic design, along with animation and coding. 21st CCLC groups will participate in STEM competitions throughout the year.

ALIGNMENT TO STUDENT/FAMILY NEEDS: Woz ED provides a personalized approach to nurturing an engineering mindset through hands-on projects that progress from Kindergarten through employment. These learners can dream, design, engineer, test, improve, and create through coding, robotics, drones, 3D printing and data analysis. Children today are growing up in a world very different from the one experienced 15 years ago. Students must be equipped to solve problems and work in team environments to succeed in tomorrow's job market.

EVIDENCE AND REFERENCES: Steve Wozniak, Apple Co-Founder and Founder of Woz Ed, is a leader of K-12 STEM education around the world, providing students access to high-quality technology training. Recognizing the importance of access to STEM education, Palm View K-8 has been able to provide students with the opportunity to continue exploring their interest in STEM activities and advancing their skills. While the WWC does not include Woz ED Pathways interventions for Science/STEM, the needs assessment indicates the importance of providing STEM activities within the proposed 21st CCLC program. However, accessibility to STEM learning is not always easy. A STEM report by the U.S. Department of Education states, "We must also make sure that no matter where children live, they have access to quality learning environments. A child's zip code should not determine their STEM fluency." Further noted in "The Edvocate" (www.theedadvocate.org), there are 7 benefits to STEM education: fosters ingenuity and creativity; builds resilience; encourages experimentation; encourages teamwork; encourages knowledge application; encourages tech use; teaches problem-solving; and encourages adaption.

FREQUENCY: Science/STEM activities will be offered to all students at least twice per week for approximately 45 minutes throughout the program year. Students will engage in STEM activities with certified teachers all of whom will be directly trained in providing the Woz ED Pathways curriculum.

ACADEMIC ENRICHMENT: HEALTHY AND ACTIVE LIFESTYLES
ACTIVITY/DESCRIPTION: SPARK-PE
All 21st CCLC students will receive activities related to healthy and active lifestyles that are aligned to student needs and Florida's Standards for Physical Education. To best address student needs, Palm View K-8 will purchase and implement the research-based SPARK curriculum (Sports, Play and Active Recreation for Kids). SPARK provides a collection of researched-based physical education programs emphasizing a highly active curriculum, on-site staff development, and significant follow-up support. To ensure all students are fully engaged, SPARK features both diverse instructional and diverse curricular models that embody the HOPE (Health Optimizing Physical Education) and are aligned to both state and national standards. SPARK is specifically designed to provide activities aligned to school-day fitness

lessons and activities. All lessons include age, space, and ability adaptations so all students can fully participate in developmentally appropriate, organized, and high-quality physical activities. There are four components to the SPARK-PE activity selected for Palm View K-8 program: (1) group fitness activities (e.g., basketball, soccer) to improve cardiovascular fitness and positive social traits; (2) fitness circuit activities that infuse cooperative strategies, peer coaching, turn taking protocols, and self-practice of previously taught skills and movements; (3) endurance games (e.g., walking, jogging) to promote aerobic and cardiovascular fitness; and (4) personal fitness activities to promote fitness goal setting and lifelong wellness commitment among students.

ALIGNMENT TO STUDENT/FAMILY NEEDS: Based on the need assessment data obtained from the Project Team and stakeholder surveys, there is a need for overall wellness. Data collected from 39% teachers, 32% students and 12% parents indicated a need for health and wellness programming during the 21st CCLC program. Although there is fitness provided during the regular school day, as per Florida Statutes, there is a significant need for additional fitness and health to support students. Moreover, according to the Florida Department of Health (2021), more than 30% of low-income children living in Manatee County are either overweight or obese. The goal of the 21st CCLC program Healthy and Active Lifestyles activity is to improve personal and physical wellness through structured activities that foster healthy lifestyles. Students will learn how to work well with others, build and foster good sportsmanship, and explore ways to incorporate personal fitness into their everyday lives.

EVIDENCE AND REFERENCES: The What Works Clearinghouse did not include interventions in healthy and active lifestyles, yet the needs assessment clearly indicates the importance of providing these activities. Fortunately, the WWC outlines the type of research and sample sizes needed for each "tier" of evidence based interventions with Tier 1 interventions and recommendations. Many research studies have been conducted to determine whether physical wellness is connected to academic performance. For example, de Greeff and colleagues (2014) studied 544 students and found cardiovascular fitness was significant predictors of student academic performance in both math and English Language Arts. More specific to Florida, research conducted with 132 elementary school students found a significant relationship between physical fitness and academic performance, as measured by Florida statewide assessments (Wingfield, Graziano, McNamera, & Janicke, 2011). Finally, through a systematic review of 26 peer reviewed research studies, researchers found an association between increased physical fitness and improved academic performance and executive function (Salas Sanchez, et al., 2022), with the researchers calling for increased hours of physical education to "more effectively develop the cognitive aspects" of children in elementary school.
FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in SPARK-PE activities with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

ACADEMIC ENRICHMENT: ART AND MUSIC EDUCATION
Art and music education is designed to give students opportunities that would otherwise not be easily accessible, and to offer a high-quality education. Both inspire students to stay in school, increases motivation, improves attitudes and attendance, and improves academic performance. According to Americans for the Arts, a student involved in the arts is four times more likely to be recognized for successful academic achievement. The Arts can influence and shape a child's development on several levels: academically, socially and emotionally.
ACTIVITY/DESCRIPTION: Teachers certified in art and music education will provide instruction to enhance student learning experiences during the 21st CCLC program. Palm View K-8 plans to provide arts education through music, movement, drama/theatre and visual art mediums (drawing and painting). Intervention strategies will include whole group and small group instruction along with hands-on real life experiences.

ALIGNMENT TO STUDENT/FAMILY NEEDS: At a time when art and music education is struggling for classroom time in schools, the 21st CCLC program can offer much needed support and provide students with other engaging activities. Stakeholder survey results support the need for additional enrichment activities including art and music.

EVIDENCE AND REFERENCES: Students in schools serving predominantly low-income households receive less arts instruction than students in schools serving higher-income households (afterschoolalliance.org). Many evaluations demonstrate the benefits of the Arts to students who participate, such as: academic gains, improved cognitive skills, positive behaviors, increased engagement, creativity (Big Thought, 2010). According to a multi-year study of children participating in the Thriving Minds arts afterschool program, students progressed from interacting with creations to becoming creators themselves (2010). Study results of students (1st-8th grade) participating in an out-of-school music program, demonstrated higher levels of academic performance over peers not attending. Further, students exhibited better performance on measures of executive functions and higher scores on standardized tests (Holochwost, et al., 2017).

FREQUENCY: Activities will be offered to students for at least 30 minutes twice a week throughout the program year. Students will engage in Art and Music with the personal enrichment instructors, all of whom will be directly trained in providing the curriculum.

RECRUITMENT AND RETENTION: The 21st century community learning center will give priority to students identified with educational difficulties or heightened risk factors such as low-test scores, possibility of/or past retention, poor school attendance, etc. These students are representative of the wider community and those facing the most significant barriers to academic success. The following strategies will be used to reach and enroll the targeted students: information and registration table at Back-to-School Event/Open House, distribution of flyers and registration packets in English/Spanish, posters hung throughout the campus, and information on the marquee. Teachers, counselors, and Graduation Enhancement Technicians will work with 21st CCLC staff to ensure that students at high risk of retention are specifically invited to attend. To recruit parents and families there will be direct contact at school events, automated phone calls, newsletters and information posted on the website. To encourage students to remain in attendance from the beginning to the end of the program day, the schedule will be structured so that engaging, high energy activities are held the entire time. Also, adhering to school district protocol, elementary school students are not allowed to sign themselves out of a program. To encourage regular attendance, several attention-grabbing and fun enrichment activities and projects are planned to include hands-on STEM challenges, arts and music education and academic enrichment.

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Section 8: Recruiting and Retaining High Quality Staff

STAFFING PLAN: The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. Each school site will have a full-time Site Coordinator overseeing the day-to-day programming supporting the academic and enrichment activities of students and families in the 21st century community learning center.

STAFFING STRUCTURE: The PROGRAM DIRECTOR will report directly to the Director of Elementary Curriculum who in turn reports to the Executive Director of Curriculum and Professional Learning. Included in the staffing structure is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Program Director, Director of Elementary Curriculum, and the Finance Department. The Program Director and Junior Accountant/Bookkeeping services are an in-kind contribution, and a testament to the significant support

the 21st CCLC Program will receive. Each school will have a full-time SITE COORDINATOR who is critical to properly implementing the 21st CCLC program effectively, efficiently, and with fidelity. They will be responsible for the daily oversight of all aspects of the program and staff, be on-site during all program hours, and certified in First Aid/CPR. In addition, they will be responsible for securing partnerships in the community to sustain the program after the four-year grant has concluded.

Additional staff include CERTIFIED TEACHERS with expertise in core academic subjects who will facilitate all academic enrichment. Highly qualified teachers will be recruited from Palm View as they have invaluable knowledge of the students. At least 1 certified teacher will be present during all academic activities and the staff to student ratio will be 1:10. ACTIVITY LEADERS will oversee personal enrichment activities with a ratio of 1:20 and will also support the required ratio of staff to students for academics.

ROBUST QUALIFICATIONS AND DUTIES: All staff will be responsible for completing an application which they receive from the Site Coordinator. This application will include specific requirements noting their qualifications, years of experience, certifications, etc. We also require teachers attach a copy of their teaching certificate to the 21st CCLC application. In addition to teachers being highly qualified, we hire Reading and English for Speakers of Other Languages (ESOL) endorsed teachers, Exceptional Student Education (ESE) teachers and trained translators. Once applications have been reviewed for qualifications, hiring of the staff is determined by the Program Director with input from the school administration and Site Coordinator. Job descriptions will be provided for staff clearly outlining their responsibilities and a signature of acknowledgment is required. As a school district the lines of communication have been established for working with teachers, staff, school administrators, as well as the administration at the district level which ensures the quality of our success. We have access to the school district's Human Resource Department system which conducts criminal background checks on all employees working directly with children before hiring. All district staff undergo a Level II background screening and at least two staff members per center will have CPR/First Aid certification. In addition, staff will be screened through the "Background Screening Clearinghouse" overseen by the Florida Department of Children and Families. 21st CCLC staff members will participate in professional development related to academic achievement through the district's Office of Professional Learning.

TRAINING PLAN FOR QUALITY IMPROVEMENT: Training plays an essential role in successful education improvement. To ensure our program is implemented with fidelity we provide initial training for the staff during the July/August months prior to the start of 21st CCLC. In addition, all program staff will participate in quarterly professional development sessions specific to the 21st CCLC Program. Training of the curriculum and other instructional materials will be completed at the beginning and throughout the year as needed. Other training topics may include increasing self-esteem through educational achievement and supporting various learning styles. The district has two in-service days during the school year where 21st CCLC training will occur. Each staff member will be responsible for reading and signing their intent/commitment to work the 21st CCLC program and comply with ethical business practices. We will create a solid foundation through individual training about the community learning center during the August/September start up months. We will utilize advance methods to improve teacher effectiveness which will result in student achievement. The Program Director and/or Site Coordinator will conduct four 4-hour trainings, as well as participate in the required statewide training with at least one other staff member. Training on activities, procedures, and other policies will be ongoing, as needed. Additional training may also include CPR/First Aid, EZReports, STEM curricula, child and youth development, afterschool and summer learning, family engagement, evidence-based practices, and other site-specific academics/enrichments in order to deliver an effective and successful community learning center program.

Section 9: Implementing with Fidelity

Members from the Program Team will serve as leadership of the community learning center. The Leadership Team will include school Principal, Site Coordinator and Program Director. This team will be responsible for ensuring the program is carried out with fidelity, days and hours of programming align with the program application and the activities are delivered with rigor using data to revise, adapt or eliminate programming. In addition, the leadership team will oversee staff training and the activities that are designed to provide continuous education to students.

The 21st CCLC Fidelity Plan is firmly grounded in a commitment to continuous improvement of operations, services, and outcomes. The cornerstone is a logical process of planning, data collection, analysis, reporting, and refining. As such, the plan will include three connected elements to help ensure the program being implemented is effective, efficient, and sustainable: progress monitoring, data analysis and continuous improvement.

The Continuous Improvement Model (CIM), a quality-based approach used within educational settings and particularly effective for reducing achievement gaps between student subgroups will be utilized. The model focuses upon individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on program success.

The immediate and individualized feedback provided through CIM is particularly important for implementation of the 21st CCLC program to help guide/ensure the highest impact for each student. The program will also use CIM to guide any immediate operational changes necessary to provide a high quality program, including such areas as staffing changes, adjustments, or resources to specific activities. The fidelity plan will provide a structure for generating information needed for ongoing program refinement.

The Continuous Improvement Model will support data collection within three general categories: (1) District Data; (2) Program Data; and (3) Stakeholder Data.
(1) District data will include all student demographics, state standardized tests and end-of-course exams (from prior and current years), student progress reports and report card grades, student attendance during the school day, and any other additional data deemed useful for the program.
(2) Program data will include (A) student attendance (daily) and enrollment status, (B) demographics, (C) program operational information (e.g., hours, activities, facilities, staffing, and partners), and (D) adult family member data.
(3) Stakeholder data will be collected quarterly through teacher surveys, parent surveys, student surveys, and partner surveys. Survey data will be collected using electronic systems to ensure accuracy of collected data.

To further support the fidelity plan, the Principal will meet monthly with the Site Coordinator to review progress monitoring data. Data will include benchmark assessments, progress reports, quarter grades and behavior. Data collection will be ongoing and will be used to refine program activities. The Site Coordinator will be responsible for day-to-day program operations to ensure the center is following the proposed calendar, daily schedule and activities. Oversight will occur through staff meetings, walkthroughs and lesson plans. The Program Director will perform monthly fidelity checks to confirm the community learning center is implemented as intended. Monthly Leadership Team meetings will be held to discuss findings from the fidelity checks and other collected data. Together these strategies will serve as the ongoing process to revise, adapt and/or eliminate ineffective programming.

Section 10: Project Budget

Please See attachment.

Section 11: Plan for Sustainability

With the foundation built by the 21st CCLC and the sustainability efforts of the Program Team, impoverished and high-risk students will have continued access to free educational services. These services are designed to promote academic and personal success. By creating a vision and annual goals, conducting community outreach, advocating for support and seeking new partnerships and funding, the Program Team will be successful in sustaining the program for students and their families.
Each year the Program Team will hold quarterly meetings to establish a clear vision and goals for the program. Meetings will provide opportunities to review progress and reflect. Duties will be assigned to each team member in order to maximize time and effort and support the four-year sustainability plan. Specifically, the full-time site coordinator will dedicate a portion of each week to the sustainability plan including contacting local businesses, churches, community organizations and outreach groups; seeking federal, state, local and private funding; building relationships with parents, students, staff and the greater school community. The parent team member will advocate for resources in the community and assist with the survey data. The school administrators will continue outreach efforts with current business partners and the school community. They will assist in collaboration building, advocacy efforts and funding sources. As additional support, the Program Director will facilitate collaboration and communication between stakeholders.

The four-year sustainability plan is as follows:

Year 1: Create a vision and identify both short term and long-term goals. Develop an advocacy plan to share the vision and garner support. Begin building collaboration within the community to support the continuation of programming after funding ends. Create and administer surveys for various stakeholder groups and analyze data to monitor progress. Identify key partners for collaboration and seek funding resources.

Year 2: Revisit and revise Year 1 goals and identify progress indicators. Continue the advocacy plan. Survey data will be collected from students, families and staff related to expectations for the program along with open feedback for the coming year. Budget will be reviewed and the goal for at least two additional partnerships will be pursued so the level of services will not be impacted.

Year 3: Continued reflection on progress from Years 1 and 2 toward goals and adjustments using stakeholder feedback and new partnerships. Extra advocacy efforts will be made to increase awareness of our vision and mission. Goals for at least 2-3 additional partners will be pursued to support all levels and areas of programming. Survey data will be collected throughout the school year on the school's needs and will help monitor progress towards sustainability.

Year 4: The focus will be on identifying, combining and seeking resources to sustain the program. Partnerships and collaboration will be strengthened to support the goals and action plans moving forward. Seek solutions for any areas of concern related to sustainability.
Palm View will continue to build upon the program each year by conducting outreach efforts, securing commitments from community agencies, local businesses and partners and advocating for their program. The program's impact and positive outcomes will be shared on a regular basis to build support and awareness within the community through multiple outlets including social media.

Cohort 20 (2022-23) RFP Scope of Work/Narrative Addendum

Agency Name: Manatee County School District Project Number: 410-2443B-3C002

Program Name: Palm View K-8

Use this form to add any parameters and information needed to satisfy the requirements included in the RFP. Add all items as bullet points including the section name and number.

This change includes: ☐ Additions ☐ ~~Deletions~~ ☐ Both

The following items are incorporated as part of the Scope of Work:

Additions:

Section 1:

Please include the components of program services (i.e. afterschool, summer, school breaks/holidays).

- The Palm View K8 grant includes afterschool programming only.

Section 4:

Please provide statement with the number of team members for this proposal.

- *There are 9 members included in Palm View K8's program team.*

Section 11:

Please explain what types of partners are you looking for and what would they provide? For example are you looking for partners to fund staffing? Partners to provide funding for materials/supplies in year 2? Do you have a specific amount of funding you are looking for ($2,000, $5,000 etc).

- Year Two: Additional partnerships for funding for:
  Palm View K8 will seek new to establish 2 new partnerships during year 2 of the grant award. Year 2 partnerships will focus on funding and/or goods and services to assist with Family Member Service events for actively participating families as well as support for volunteers to work directly with students. The goal would be to seek approximately $2500 in funding to support the 5 parent events with take-home materials and refreshments.
- Year Three: Year 3 will focus on maintaining current partnerships as well as adding additional partners who can provide support in all areas including staffing for enrichment activities, guest speakers and presentations for students and families, and supplies to restock consumable STEM materials.
- Year Four: In year 4 Palm View will nurture the partnerships that have been established throughout the4 year project and work together to plan for future support for Palm View K8's students and families. This may include plans for funding, staffing, good and services including supplies and materials.

Appendix A
Continuing Improvement 2023-24

Agency Name: Manatee County School District

Project Number: 410-2444B-4C002

Program Name: MCSD 21st Century Palm View K8 Grant

Reason(s) for the change: There are no proposed changes to this grant application for the 2023-2024 project year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2024-25

Agency Name: School District of Manatee County Project Number: 410-2445B-5C002

Program Name: Palm View K-8

Reason(s) for the change: There are no changes to this grant at this time.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross out~~ reflects deletion of language in the previous narrative.

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2024-2025 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2445B-5C002	
Site Name	Palm View K-8 School					**Zip Code**	34221
Site Address:	6025 Bayshore Road		**City**	Palmetto		**County**	Manatee
Site Contact Name:	Mary Alligood	**Phone**	941-723-4812	**Email**	alligodm@manateeschools.net		

TARGET SCHOOLS									
School Name	**School-wide Information**			**# Targeted Students**					
	Grades Served by School	**Enrollment**	**Free and Reduced Lunch Rate**	**Grades Served by Program**	**BS**	**AS**	**SUM**	**W**	**H**
Palm View K-8 School	PK-8	576	100%	K-8		120			
				TOTAL		120			

BEFORE SCHOOL SITE OPERATIONS						
Start Date		**End Date**		**Total Number of Service Days**		
Non-service days						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS						
Start Date	August 19 , 2024	**End Date**	May 21, 2025	**Total Number of Service Days**		168
Non-service days	9/2, 10/14, 11/6, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/5, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26					
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM	
End Time	5:45PM	5:45PM	5:45PM	5:45PM	5:45PM	
Hours	2.5	2.5	2.5	2.5	2.5	12.5
Early Release Dates				**Total Service Days**		**Hours/Day**

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date		**End Date**		**Total Number of Service Days**			
Non-service days							
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	20

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

Florida's Nita M. Lowey 21st Century Community Learning Centers Evaluation Plan

Objective Category	Objective Number	Domain	Required Objective	Required Measure
1. Academic Achievement	1.A.1	English Language Arts (ELA)	75% of students will show gains in ELA performance on the F.A.S.T.	ELA Florida Assessment of Student Thinking (F.A.S.T.) scores will be collected for all students participating in FAST.
	1.A.2	English Language Arts (ELA)	75% of students will show gains in ELA on an evidence-based progress monitoring system supported by the department's contractor	Regular progress monitoring data will be collected for students in ***all grades*** periodically
	1.A.3	English Language Arts (ELA)	75% of students will show improvement in ELA grades	Student grades and progress reports will be collected for ***all students*** during the school year each grading period
	1.B.1	Mathematics	75% of students will show improvement in Math performance on the F.A.S.T.	Math Florida Assessment of Student Thinking (F.A.S.T.) scores will be collected for all students participating in FAST.
	1.B.2	Mathematics	75% of students will show gains in mathematics on an evidence-based progress monitoring system supported by the department's contractor	Regular progress monitoring data will be collected for students in ***all grades*** periodically
	1.B.3	Mathematics	75% of students will show improvement in mathematic grades	Student grades and progress reports will be collected for ***all students*** during the school year each grading period
	1.C.	Grade Point Average (GPA)-Secondary Only	75% of students will improve their cumulative GPA by at least 0.1 point annually	GPA will be collected for ***all students*** who receive a GPA annually
2. Dropout Prevention	2.A.	Attendance/Dropout Prevention	75% of students will improve their school day attendance annually	School day attendance rate will be collected for ***all students*** annually
3. Behavior	3.A.	Behavior	75% of students will improve their behavior annually	Data report on in-school suspension and discipline referrals will be collected for ***all students*** monthly
4. Engagement/ Safe and Supportive Relationships	4.A.1	Engagement/Safe and Supportive Relationships	75% of students will increase their safe and supportive relationships with peers and adults annually	Stakeholder Surveys (day school teachers on engagement) will be collected for ***all students*** annually
	4.A.2	Engagement/Safe and Supportive Relationships	75% of students will increase their engagement in school annually	Stakeholder Surveys (day school teachers on engagement) will be collected for ***all students*** annually

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District of Manatee County - Palm View K-8**
B) DOE Assigned Project Number:	**410-2445B-5C002**
C) TAPS Number:	**25B036**

(1)	(2)	(3)	(4)	(5)	(6)
FUNCTION	**OBJECT**	**Account Title and Narrative**	**FTE POSITION**	**AMOUNT**	**% Allocated to This Project**
6300	160	**Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. Summer: 1 PD x 5 Hrs/Week x $47/Hr x 5 weeks = $1,175 ***50% Administrative = $587.50*** ***50% Evaluation = $587.50*** *School Year Duties Provided In-Kind by the District*		$1,175.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Project Director. $1,175 x 22.78% = $268 ***50% Administrative = $134*** ***50% Evaluation = $134***		$268.00	100%
6300	160	**Salaries: Junior Accountant/Bookeeper** One part-time Junior Accountant/Bookeeper will report to the Project Director and asisst with all financial requirements related to the 21st CCLC Program. Duties will include ordering supplies and materials, monitoring employment of 21st CCLC staff including payable hours and monitoring the budget each month. *Provided In-Kind by the District*		In-Kind	100%

5100	160	**Salaries: Site Coordinator - Part-Time** Site Coordinators will be a part-time position reporting to the Project Director and responsible for overseeing the program at the school site. Site Coordinators will regularly meet with the school Principal and the district 21st CCLC Project Director and will be responsible for the daily oversight and management of the program including but not limited to: supervision of staff/students, staff/student schedules, payroll and budget, supplies/materials, attendance/other required data, the EZ Reports system, coordinate with regular school day teachers, partnerships and leading the Program Team. **Palm View** 1 SC x 5 hrs/day x $28/hr x 168 days = $23,520 ***25% Administrative = $5,880*** ***15% Evaluation = $3,528***		$23,520.00	100%
5100	200	**Fringe Benefits: Site Coordinator** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Site Coordinator. $23,520 x 22.78% = $5,358 ***25% Administrative = $1,340*** ***10% Evaluation = $536***		$5,358.00	100%
5100	160	**Salaries: Certified Academic Teachers** Part-time certified Math, Reading, and Science Teachers to teach academic enrichment classes related to reading, math, and science. Teachers will supervise students and actively teach and engage students in the learning process, and assess students as required using authentic assessments and rubrics. Hourly rates for certified teachers range from $35-$52 per hour. Average rate is $39 per hour. **Palm View** 6 CT x $39/hr x 1.75 hrs/day x 168 days = $68,796 Planning Hours: 6 CT x $39/hr x 4 hrs/qtr x 4 qtrs = $3,744	0.82	$72,540.00	100%
5100	200	**Fringe Benefits: Certified Teachers** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Certified Academic Teachers. $72,540 x 22.78% = $16,525		$16,525.00	100%

5100	160	**Salaries: Enrichment Leaders** Other part-time activity leaders to teach personal enrichment activities. Average hourly rate for enrichment leaders is $25 per hour. **Palm View** 6 EL x $25/hr x 2.25 hrs/day x 168 days = $56,700 Planning Hours: 6 EL x $25/hr x 8 hrs/qtr x 4 qtrs = $4,800	1.97	$61,500.00	100%
5100	200	**Fringe Benefits: Enrichment Leaders** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for Enrichment Leaders. $61,500 x 22.78% = $14,010		$14,010.00	100%
6400	160	**Salaries: Professional Development** Professional Development and training hours for 21st CCLC Staff. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation. Professional Development and training will be provided by the District Project Director, Site Coordinator, and/or other qualified district staff. 12 staff x 4 hrs x 4 days x $15/hr = $2,880 *Provided In-Kind by the District*		In-Kind	100%
6400	200	**Fringe Benefits: Professional Development** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%), and workers' compensation benefits (1.50%) for professional development. $2,880 x 22.78% = $656 *Provided In-Kind by the District*		In-Kind	100%
5100	390	**Printing** Printing costs for program operation and educational materials exclusively for use by actively participating 21st CCLC Program staff and students attending 21st CCLC Program academic and enrichment activities. 1 site x $500 = $500		$500.00	100%
5100	510	**Materials & Supplies** Workbooks, STEM supplies, gardening materials and other supplies including: copy paper, construction paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders, scissors, pens, staples, clips, composition books, spiral notebooks, chart paper, headphones, highlighters, posters and display boards. 120 students x $101.33/student s = $12,159		$12,159.00	100%

5100	642	**Non- Capitalized FF & E** One ipad cart purchased for the exclusive use of actively participating 21st CCLC students and their adult family members. The cart will be used to store the current 21st CCLC Ipads used for reading, math, and science instruction as well as STEMP and WOZ-ED curriculum. The Storage Cabinets will be used for the exclusive use of storing 21st CCLC student materials and family member support materials. Ipad Cart - $750 Storage Cabinets - $3,000		$3,750.00	100%
5100	644	**Non-Capitalized Hardware** Three iPads to create a class set of 20 (previously purchased 17 ipads) purchased for the exclusive use of actively participating 21st CCLC students and their adult family members. Ipads will be used for reading, math, and science instruction as well as STEM and Woz-Ed curriculum. The ipads will be marked as 21st Century property and inventoried on a regualr basis. Staff will account for ipads after every use. The district has a sole source contract withApple and final cost is based on agrred upon prices. Estimated Total: $500 per iPad x 3 iPads = $1,500		$1,500.00	100%
5100	360	**Rentals** Annual After School Subscriptions for Palm View 21st CCLC -Standards based Math & Literacy interactive and engaging software program. On-Site Training is inlcuded in price as well as online and telephone support. Cost estimated at $2,250		$2,250.00	100%
7200	792	**Indirect Costs** The states negotiated indirect cost rate is at 4.74%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established 10% administrative cap. ***100% Administrative = $9,945***		$9,945.00	100%
			D) TOTAL	**$ 225,000.00**	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
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April 2022 **DOE 101S**

AGENDA ITEM NO. 10.6

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply, Accept, and Expend the Nita M. Lowery 21st Century Community Learning Centers Ballard and Samoset Grant Request for Application, effective August 2023-July 2024, in the amount of $350,870.00 (Incoming Grant Funds)

Executive Summary
The 21st Century Community Learning Center (CCLC) Program supports the creation of community learning centers that provide academic enrichment opportunities during non-school hours for children, particularly students who attend high-poverty and low-performing schools. The program helps students meet state and local academic standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers literacy and other educational services to the families of participating children. The program will operate at Samoset Elementary and Ballard Elementary Monday through Friday from 3:15 p.m. to 5:45 p.m.

This application is pending Board approval. If no Board approval is given, the application will be withdrawn.

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 to apply, accept, and expend the Nita M. Lowery 21st Century Community Learning Centers Ballard and Samoset Grant request for application, effective August 2024-July 2025, in the amount of $350,870.00. (Incoming Grant Funds)

Financial Impact
There is no financial impact.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Alison Nichols

Attachments:
FLDOE Project Application MCSD 21st Century Ballard and Samoset Grant
2024-2025 Final Budget DOE 101S Ballard and Samoset Grant

FLORIDA DEPARTMENT OF EDUCATION
PROJECT APPLICATION

Please return to:	A) Program 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	**MCSD 21st CCLC – STARS Grant** (Ballard and Samoset) **TAPS NUMBER: 25B036**	Date Received
B) Name and Address of Eligible Applicant: **School District of Manatee County** **215 Manatee Avenue West** **Bradenton, FL 34205**		**Project Number (DOE Assigned)**

C) **Total Funds Requested:**	D) **Applicant Contact & Business Information**	
$350,870	Contact Name: Patricia "Trish" Dezso Fiscal Contact Name: Cathy Miley	Telephone Numbers: **941-751-6550 x43004** **941-708-8770 x41111**
DOE USE ONLY **Total Approved Project:** $	Mailing Address: **PO BOX 9069** **Bradenton, FL 34206 9069**	E-mail Addresses: dezsop@manateeschools.net mileyc@manateeschools.net
	Physical/Facility Address: **215 Manatee Ave West** **Bradenton, FL 34205**	UEI number: 1000129620000 FEIN number: 596000728

CERTIFICATION

I, Jason Wysong, 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 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.

E) _____ Superintendent 04/26/2024

Signature of Agency Head | Title | Date

PENDING BOARD APPROVAL – June 2024

Instructions for Completion of DOE 100A

A. If not pre-populated, enter name and TAPS number of the program for which funds are requested.

B. Enter name and mailing address of eligible applicant. The applicant is the public or non-public entity receiving funds to carry out the purpose of the project.

C. Enter the total amount of funds requested for this project.

D. Enter requested information for the applicant's program and fiscal contact person(s). These individuals are the people responsible for responding to all questions, programmatic or budgetary regarding information included in this application. The Unique Entity Identifier (UEI) requirements are explained on page A-2 of the Green Book. The Applicant name must match the name associated with their UEI registration. The Physical/Facility address and Federal Employer Identification Number/Tax Identification Number (FEIN/FEID or TIN) (also known as) Employer Identification Number (EIN) are collected for department reporting.

E. **The original signature of the appropriate agency head is required.** The agency head is the school district superintendent, university or community college president, state agency commissioner or secretary, or the chairperson of the Board for other eligible applicants.

- **Note: Applications signed by officials other than the appropriate agency head identified above must have a letter signed by the agency head, or documentation citing action of the governing body delegating authority to the person to sign on behalf of said official. Attach the letter or documentation to the DOE 100A when the application is submitted.**

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	School District of Manatee County STARS Grant
B) DOE Assigned Project Number:	410-2445B-5CCC4
C) TAPS Number:	25B036

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. 1 PD x 2 Hrs/Week x $47/Hr x 36 weeks = $3,384 ***50% Administrative = $1,692*** ***50% Evaluation = $1,692***		$3,384.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Project Director. $3,384 x 22.78% = $771 ***50% Administrative = $385.50*** ***50% Evaluation = $385.50***		$771.00	100%
6300	160	**PT Salaries: Collaboration Liaiason** One part-time Collaboration Liaison responsible for collaborating with all sites as well as private schools throughout the project year. The Collaboration Liaison will support program sites and assist with regular school day communications, data and site visits. 1 CL x 2 Hrs/Week x $39/Hr x 36 weeks = $2,808	0.1	$2,808.00	100
6300	200	**Benefits: Fringe - Colloboration Liaison** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Collaboration Liaison. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $2,808 x 22.78% = $640		$640.00	100

5100	160	**PT Salaries: Site Coordinator** Two part-time Site Coordinators will be present at the 21st CCLC Program sites during all program hours. Site Coordinators are required to have teaching experience, and certification in First Aid/CPR. Site Coordinators will regularly report to the school's principal and Program Director. Site Coordinators will be responsible for the supervision of staff and students including: sign-in/sign-out, coordinate staff and student schedules, distribute materials and supplies, collect and record attendance and other required data, and coordinate with regular school day teachers. Hours are included for pre-program planning and preparation and post-program wrap up with the Program Director to ensure data and other program information is submitted on time. Hourly rates for Teachers range from $28-$52 per hour. Average rate for this position is $45/hr. Site Coordinators = 1,470 hours per year/10 month. After School 2 SC x $45/hr x 3 hrs/day x 179 days = $48,330 2 SC x $45/hr x 4.5 hrs/day x 5 days = $2,025 Planning: 2 SC x $45/hr x 3 hrs/day x 5 days = $1,350 ***Evaluation, 2%*** = $1,034	0.77	$51,705.00	100
5100	200	**Benefits: Fringe - Site Coordinator** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Site Coordinators. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $51,705 x 22.78% = $11,778 ***Evaluation, 2% = $236***		$11,778.00	100

5100	160	**PT Salaries: Academic Teachers** Part-time Certified Teachers to teach academic enrichment activities including Reading, Math, and Science, Project Based Learning, Theme Based Instruction, Homework Help, Tutoring, and STEM. Planning days are inlcuded. Hourly rates for Certified Teachers range from $28-$52 per hour. Average rate is $40 per hour. Certified Teachers = 1,470 hours per year/10 month. **Ballard Elementary** After School 2 Teachers x 179 days x 2.25 hrs/day x $40/hr = $32,220 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960 **Samoset Elementary** After School 2 Teachers x 179 days x 2.25 hrs/day x $40/hr = $32,220 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960	1.15	$69,160.00	100
5100	200	**Benefits: Fringe - Academic Teachers** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Academic Teachers. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $69,160 x 22.78% = $15,755		$15,755.00	100

5100	160	**PT Salaries: Enrichment Teachers** Other part-time Certified Teachers and paras to teach personal enrichment activities including Project Based Learning, Theme Based Instruction, Health & Wellness and Art & Music Education. Planning days are inlcuded. Hourly rates for Certified Teachers range from $26-$50 per hour. Average rate is $40 per hour. Other Certified Teachers = 1,470 hours per year/10 month. **Ballard Elementary** After School 2 Teachers x 179 days x 2 hrs/day x $40/hr = $28,640 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960 **Samoset Elementary** After School 2 Teachers x 179 days x 2 hrs/day x $40/hr = $28,640 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960	1.15	$62,000.00	100
5100	200	**Benefits: Fringe - Enrichment Teachers** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Enrichment Teachers. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $62,000 x 22.78% = $14,124		$14,124.00	$100.00
5100	160	**PT Salaries: Paraprofessionals** Part-time Paraprofessionals to assist Academic Teachers and actively participating 21st CCLC program students in classrooms and labs exclusively during 21st CCLC program hours. Paraprofessionals will ensure that ratios remain within required levels. Paraprofessionals may lead some of the personal enrichment activities. Average paraprofessional pay is $22/hour. Paraprofessionals = 1,372 hours per year/10 month. **Ballard Elementary** After School 3 Paras x 179 days x 3 hrs/day x $22/hr = $35,442 3 Paras x 5 days x 4.5 hrs/day x $22/hr = $ 1,485 **Samoset Elementary** After School 3 Paras x 179 days x 3 hrs/day x $22/hr = $35,442 3 Paras x 5 days x 4.5 hrs/day x $22/hr = $1,485	2.39	$73,854.00	100

5100	200	**Benefits: Fringe: Paraprofressionals** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Paraprofessionals. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $73,854 x 22.78% = $16,824		$16,824.00	100
6300	160	**PT Salaries: Professional Development** Professional Development and training hours for Site Coordinators, Certified Academic Teachers, Enrichment Teachers and Paraprofessionals. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation at 2 sites. Professional Development and training will be provided by the Program Director and other qualified district staff. 1 Trainer x 4 PD days x 3 hrs each x $45/hr = $540 10 21st CCLC staff x 4 PD days x 3 hrs each x $15/hr = $1,800 *(In-Kind paid by EDEP partner)*	0.03	In-Kind	100
6300	200	**Benefits: Fringe - Professional Development** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Professional Development. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $2,340 x 22.78% = $533 *(In-Kind paid by EDEP partner)*		In-Kind	100
6300	360	**Rentals** Annual after school subscription for 2 sites for Math & Literacy interctive and engaging software program. On-Site Training is inlcuded in price as well as online and telephone support. $1,250/site per year x 2 sites = $2,500		$2,500.00	100
6300	331	**Travel: In State** To attend the statewide Nita M. Lowey 21st CCLC TA meetings in Orlando, Florida to include two Nita M. Lowey 21st CCLC staff. <u>2024-25 Fall TA Meeting</u> Lodging: 2 rooms x $99/night x 2 night = $396 Mileage: 1 car x 240 miles x $0.445/mile = $107 Meals: 2 staff x $36/day x 3 days = $216 Parking: $12/day x 3 days = $36 <u>2024-25 Spring Regional Meeting</u> Mileage: 1 car x 240 miles x $0.445/mile = $107 (In-Kind paid by EDEP partner)		In-Kind	100

5100	392	**Printing** Printing costs associated with printing educational materials solely for use by actively participating 21st CCLC program students attending 21st CCLC program academic and enrichment activities at 2 sites. $300/site x 2 sites = $600		$600.00	100
5100	510	**Materials & Supplies** Consumable supplies for use by actively participating 21st CLCC students during 21st CCLC academic instruction and enrichment activities. Copy paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders pens, staples, clips, art supplies, composition books, cosumable STEM supplies, etc. $53.46/student x 85 students/site x 2 sites = $9,088		$9,088.00	100
7200	799	**Indirect Costs** The states negotiated indirect cost rate is at 4.74%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established administrative cap. ***Administrative, 100% = $15,879***		$15,879.00	100
			D) TOTAL	**$ 350,870.00**	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
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April 2022 **DOE 101S**

General Assurances, Terms, and Conditions for Participation in Federal and State Programs

The Department of Education has developed a "General Assurances" document that must be signed by all agencies and organizations that receive federal or state funds. This is required by:

- Federal regulation 34 CFR §76.301 of the Education Department General Administrative Regulations (EDGAR), which requires a general application for subgrantees/subrecipients for participation in federal programs funded by the U.S. Department of Education that meets the requirements of Section 442 of the General Education Provisions Act (GEPA).
- Applicable federal statutes.
- Applicable regulations of other federal agencies.
- State laws and regulations pertaining to the expenditure of state funds.

Return to:

Florida Department of Education
Bureau of the Comptroller
325 West Gaines Street
914 Turlington Building
Tallahassee, FL 32399-0400

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental agencies are required to submit the certification page of the General Assurances with an original signature of the official who is legally authorized to bind the entity along with each application submitted to the Department.

Florida Department of Education
General Assurances, Terms, and Conditions for Participation in Federal and State Programs

Authority for Data Collection: 20 USC 1232e (a)

Planned Use of Data: The requirements established in United States Code Annotated, Title 20, Education, Chapter 31, Subchapter III, Section 1232(e), stipulate that "[e]ach local education agency which participates in an applicable program under which federal funds are made available to such agency through a state agency shall submit, to such an agency, a general application containing the assurances set forth in subsection [1232e] (b)." The application shall cover the participation by the local education agency and all other organizations participating in state and federal programs administered by the Florida Department of Education. These assurances are set forth below in the "General Assurances" section.

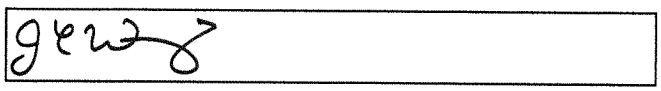
Instructions: These general assurances will be in effect for the duration of the project it covers. The state agencies or boards administering the projects covered by the application shall not require the submission or amendment of such an application unless required by changes in federal or state law, or by other significant change in the circumstances affecting an assurance in such application. The superintendent, agency head, or other authorized officer must sign the certification and return it to the following address. No payment for project/grant awards will be made by this agency without a current signed General Assurances form on file. For further information, contact the Florida Department of Education, Bureau of the Comptroller, at (850) 245-0401.

Certification:

I, the undersigned official am legally authorized to bind the named agency/organization of the State of Florida, hereby apply for participation in federally funded and/or state-funded education programs on behalf of the named agency/organization below. I certify that the agency will adhere to and comply with the General Assurances, Terms, and Conditions and all requirements outlined in the "Project Application and Amendment Procedures for Federal and State Programs" (Green Book).

Manatee County School District	41	Dr. Jason Wysong, Superintendent
Typed Agency Name	Agency Number	Typed Name and Title of Authorized Official (Agency Head)

I certify that the agency will adhere to each of the assurances contained in this set of *General Assurances, Terms, and Conditions for Participation in Federal and State Programs* as applicable to the project(s) for which this agency is responsible.

	04/26/2024	941-708-8770
Signature (must be original)	Date	Area Code/Telephone Number

Return original to: Florida Department of Education
Bureau of the Comptroller
914 Turlington Building
325 West Gaines Street
Tallahassee, FL 32399-0400

School districts, state colleges, state universities, and governmental entities are required to have a signed certification page of the General Assurances on file with the Department's Bureau of the Comptroller, bearing the original signature of the current superintendent for school districts or the current agency head/president that has legal authority to bind the agency.

Community-based organizations, faith-based organizations, independent colleges, and other non-governmental entities are required to submit the certification page of the General Assurances with an original signature of the agency head who is legally authorized to bind the entity, along with each application submitted to the Department.

General Assurances

Assurance is hereby given that, to the extent applicable:

- The recipient has the legal authority to apply for the federal/state funding, and the instructional, managerial, and financial capability (including funds sufficient to pay non-federal share of project costs, as applicable) to ensure proper planning, management, and completion of the project described in this/all applications submitted.

- The recipient will administer each program covered by the application in accordance with all applicable laws, regulations, statutes, rules, policies, procedures, and program requirements.

- The recipient will comply with all the requirements in the Department's *Project Application and Amendment Procedures for Federal and State Programs* (Green Book).

- The control of funds provided to the recipient under each program, and title to property acquired with those funds, will be in a public agency, and a public agency will administer those funds and property.

- The recipient will have/establish and maintain a proper accounting system in accordance with generally accepted accounting standards.

- The recipient will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, federal and state funds paid to that agency under each program. Access to documents, papers, and other such records shall be made available to authorized representatives of U.S. governmental agencies, including but not limited to, the federal awarding agency, Inspectors General, the Comptroller General, the Florida Department of Education, the Florida Department of Financial Services, and the Auditor General of the State of Florida for the purpose of program and fiscal auditing and monitoring.

- The recipient will submit such reports to the Florida Department of Education and to U.S.

governmental agencies as may reasonably be required to enable the Florida Department of Education and U.S. governmental agencies to perform their duties. The recipient will maintain such fiscal and programmatic records, including those required under 20 U.S.C. 1234f, and will provide access to those records, as necessary, for those Departments/agencies to perform their duties.

- To assure that expenditures reported are proper and in accordance with the terms and conditions of the Project Award and approved project budget, the official who is authorized to legally bind the agency/organization agrees to the following certification for all fiscal reports and/or vouchers requesting payment. By signing the "General Assurances, Terms, and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that the reports submitted are true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purpose and objectives set forth in the terms and conditions of the Project Award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.

- To assure that all applications submitted for project/grant funding are proper and in accordance with the terms and conditions outlined in the RFA and/or the RFP, the official who is authorized to legally bind the agency/organization agrees to the following certification. By signing the "General Assurances, Terms and Conditions for Participation in Federal and State Programs", I certify to the best of my knowledge and belief that all applications submitted are true, complete, and accurate, for the purposes and objectives set forth in the RFA and/or the RFP. 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 false statements, false claims or otherwise.

- The recipient will provide reasonable opportunities for systematic consultation with and participation of teachers, parents, and other interested agencies, organizations, and individuals, including education-related community groups and non-profit organizations, in the planning for and operation of each program.

- Any application, evaluation, periodic program plan, or report relating to each program will be made readily available to parents and other members of the general public.

- For projects involving construction:

    - The project is not inconsistent with the Florida Department of Education's overall plans for the construction of school facilities.
    - In developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary of Education under Section 794 of Title 28 in order to ensure that facilities constructed with the use of federal funds are accessible to and usable by individuals with disabilities.
    - When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- The recipient has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program, significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects. Such procedures shall ensure compliance with applicable federal laws and requirements.

- The recipient will not expend funds under the applicable program to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization.

- The recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

- The recipient will initiate and complete the work within the applicable time frame after receipt of approval from the awarding agency.

- The recipient will comply with all federal statutes relating to nondiscrimination. (These include but are not limited to Title VI of the Civil Rights Act of 1964 [P.L. 88-352], which prohibits discrimination on the basis of race, color, or national origin; Title IX of the Education Amendments of 1972, as amended [20 U.S.C. 1681-1683 and 1685-1686], which prohibits discrimination on the basis of sex; Section 504 of the Rehabilitation Act of 1973, as amended [29 U.S.C. 794], which prohibits discrimination on the basis of handicaps; and the Age Discrimination Act of 1975, as amended [42 U.S.C. 6101-6107], which prohibits discrimination on the basis of age.)

- The recipient will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

- The recipient will comply with the requirements of the Gun-Free Schools Act of 1994.

- The recipient will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR §200, Subpart F, "Audit Requirements" and/or Section 215.97, Florida Statutes, "Florida Single Audit Act" as applicable.

- The recipient assures that no federally appropriated funds have been paid or will be paid by or on behalf of the recipient 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 the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- The recipient will comply with the requirements in 2 CFR Part 180, Governmentwide Debarment and Suspension (Nonprocurement).

- The recipient certifies that neither it nor its officers is presently debarred, suspended, proposed

for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal Department or agency.

- The recipient certifies that it will maintain a drug-free workplace and will comply with the requirements of the Drug-Free Workplace Act of 1988.

- The recipient will comply with all state and federal requirements, as applicable, for internal controls to ensure compliance with federal and state statutes, regulations, and terms and conditions of the award.

- The recipient will comply with Florida's Government-in-the-Sunshine Law (Chapter 286, Florida Statutes), that provides a right of access to meeting of boards, commissions and other governing bodies of state and local governmental agencies or authorities.

- The recipient will comply with all applicable requirements of all other federal and state laws, statutes, executive orders, regulations, policies, terms and conditions governing each program funded.

- If applicable, the recipient will conduct assessments that are consistent with Section 1111(b) (3) of the No Child Left Behind Act.

- If applicable, the recipient will annually assess students who have been in the United States for three or more consecutive years, and the recipient will annually assess the English proficiency of all participating limited English proficient children, consistent with Section 1111(b)(7) of the No Child Left Behind Act.

- If applicable, after timely and meaningful consultation, the recipient will provide the opportunity for children enrolled in private, non-profit schools, and the educational personnel of such schools, equitable participation in the activities and services provided by these federal funds, and will notify the officials of the private schools of said opportunity. (Educational services or other benefits provided, including materials and equipment, shall be secular, neutral, and non-ideological. Expenditures for such services or other benefits shall be equal [consistent with the number of children to be served] to expenditures for programs of children enrolled in the public schools of the local educational agency.)

- Failure to comply with the General Assurances or any aspect of the *Project Application and Amendment Procedures for Federal and State Programs* (Green Book) may result in more restrictive conditions or project termination.

Terms

Applicant - A school district or other entity seeking a project award from the Florida Department of Education.

Budget - The applicant's financial plan, in terms of accounts and amounts, showing use of funds for carrying out project objectives, services, or activities as found on the budget narrative form (DOE 101) and on other budget documents required by the Florida Department of Education.
Budget Period - The interval of time into which a project period is divided for budgetary purposes.

Capital Outlay - Equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, the value or cost of which is $1,000 or more and the normal expected life of which is one year or more (Sections 216.011 and 273.02, Florida Statutes).

Conflict of Interest – Must disclose in writing any potential conflict of interest in accordance with applicable federal and/or state laws or policies.

Disbursement - Payment made in cash, by check, or via other electronic means.

Data Universal Numbering System (DUNS) - Nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. The federal government's Office of Management & Budget has adopted the use of the DUNS numbers (unique entity identifier), for registering with the System for Award Management (SAM). A non-federal entity is required to have a DUNS number (unique entity identifier), and registered with SAM, in order to apply for, receive, and report on a federal award.

Equipment – A material item of a non-expendable nature, such as a built-in facility, a movable or fixed unit of furniture or furnishings, an instrument or apparatus, a machine (including attachments), instructional skill-training device, or a set of small articles whose parts are replaceable or repairable, the whole retaining its identity and utility over a period of time which is characteristic for items of its class, with a useful life of more than one year.

Mandatory Disclosure – Must disclose, in a timely manner, in writing all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting the project award.

Monitoring – Actions, activities, and practices used by the Florida Department of Education to determine that funds are used and programs are operated in accordance with applicable federal and state statutes, rules, and regulations.

More Restrictive Conditions - Special requirements or restrictions imposed on a project recipient as a condition of project approval by the Florida Department of Education.

Obligations - The amounts for orders placed, contracts awarded, services received, or for similar transactions during the stipulated project period, which will require payment during the same or a future period.

Private, Non-profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more corporations or associations whose net earnings do not benefit and cannot lawfully benefit any private shareholder or entity.

Private, For-Profit Organization - An agency, organization, or institution not under federal or public supervision or control, which is owned by one or more individuals, partnerships, corporations, or associations whose net earnings do or can benefit any private shareholder or entity.

Project - The services, activities, or program that an entity agrees to provide for a specified period of time using state or federal funds awarded to a project recipient.

Project Application - An entity's request for a project award under state or federal education

programs administered by the Florida Department of Education.

Project Award - The approval of a project application as stated in the Project Award Notification sent to project recipients that specifies the amount of funds awarded, the project period, and any special requirements or restrictions to be imposed by the Florida Department of Education.

Project Period - The length of time for which a project has been authorized/awarded.

Project Recipient - The school district, a local education agency (LEA), colleges, universities, public agency [including faith-based organizations (FBOs) and community-based organizations (CBOs)], or non-public agency that has been awarded a project to provide services or activities described in a project application approved by the Florida Department of Education.

Roll-Forward - Unobligated balances of an award or project that are allowed to be continued in subsequent funding periods.

System for Award Management (SAM) - is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for SAM. All applicants must be registered in SAM before submitting an application for federal funding and continue to maintain an active SAM registration with current information at all times during an active award. A valid "unique entity identifier" will be required when applying with SAM (see Data Universal Numbering System (DUNS) for more information regarding the "unique entity identifier"). https://www.sam.gov/portal/SAM/#1

Supplies - All personal property (excluding equipment, intangible property, and debt instruments) items of expendable nature that are consumed, worn out, or deteriorated in use or that lose their identity through fabrication or incorporation into a different or more complex unit or substance.

Explanation of Grants Management Requirements

The following section elaborates on certain requirements included in legislation or regulations referred to in the "General Assurances" section. This section also explains the broad requirements that apply to federal program funds.

Accounts and Records

The recipient shall maintain all accounts, records, and other supporting documentation pertaining to all costs incurred and revenues or other applicable credits acquired under each approved project for a minimum of five years (see Section C, Fiscal and Program Accountability, Record Retention, for additional information).

Allowable Costs

In accounting for and expending project/grant funds, a recipient and/or sub-recipient may only charge expenditures to the project award if they are: (a) in payment of obligations incurred during the approved project period; (b) in conformance with the approved project; (c) in compliance with all applicable statutes and regulatory provisions; (d) costs that are allocable to a particular cost objective; (e) spent only for reasonable and necessary costs of the program; and (f) not used for

general expenses required to carry out other responsibilities of the recipient and/or sub-recipient. All recipients must have written procedures for determining allowability in accordance with Subpart E – Cost Principles of 2 CFR Part 200 and the terms and conditions of the project award.

Amendments

Unless otherwise stated, all project recipients shall use the project amendment requirements and procedures described in the *Project Application and Amendment Procedures for Federal and State Programs* administered by the Florida Department of Education (Green Book), Section B, Project Amendments.

Audits

This part is applicable for all non-Federal entities as defined in 2 CFR §200, Subpart F.

1. In the event that the recipient expends $750,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR §200, Subpart F. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by 2 CFR §200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200, Subpart F, will meet the requirements of this part.

2. In connection with the audit requirements, the recipient shall also fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

3. If the recipient expends less than $750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR §200, Subpart F, is not required. In the event that 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, 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 non-federal entities).

Audits – State-Funded Programs

This part is applicable if the project recipient is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the project recipient expends a total amount of state financial assistance equal to or in excess of $500,000 in any fiscal year, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General. 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 the Department, other state agencies, and other non-state entities.

State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.

2. In connection with the audit requirements above, the project recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

3. If the project recipient expends less than $500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the project recipient's resources obtained from non-state entities).

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.

Reports to be Submitted

Copies of reporting packages for audits conducted in accordance with 2 CFR §200, Subpart F, shall be submitted, as required by 2 CFR §200.512(d), by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- The Federal Audit Clearinghouse (FAC) in 2 CFR §200, Subpart F. requires the auditee to electronically submit the data collection form described in §200.512(b) and the reporting package described in §200.512(c) to FAC at: https://harvester.census.gov/facides/(S(mqamohbpfj0hmyh1r45p1po1))/account/login.aspx

Copies of financial reporting packages shall be submitted by or on behalf of the recipient directly to each of the following:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- Auditor General's Office
  401 Pepper Building
  111 West Madison Street
  Tallahassee, FL 32399-1450

Copies of reports or management letter(s) shall be submitted by or on behalf of the recipient directly to:

- Florida Department of Education
  Bureau of Contracts, Grants, and Procurement Management Services
  344 Turlington Building
  325 West Gaines Street
  Tallahassee, FL 32399-0400

- Florida Department of Education's program office at the address stated on the Project Award Notification

- In response to requests by a Federal agency, auditees must submit a copy of any management letters issued by the auditor, 2 CFR §200.512(e).

Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

Recipients, when submitting financial reporting packages to the Department for audits completed in accordance with 2 CFR §200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit 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.

Davis-Bacon Act, as amended (40 U.S.C. 276a et seq.)

When required by federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a et seq.), as supplemented by Department of Labor (DOL) regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the

Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the DOL in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the federal awarding agency. DOL regulations, rules, and instructions concerning implementation of the Davis-Bacon Act and other labor laws can be found at Title 29 CFR Parts 1, 3, 5, 6, and 7.

Debarment, Suspension, and Other Responsibility Matters

As required by Executive Orders (E.O.) 12549 and 12689, Debarment and Suspension, and implemented at 2 CFR Part 180, for prospective participants in primary covered transactions, as defined in 2 CFR §§§180.120, 180.125 and 180.200, no contract shall be made to parties identified on the General Services Administration's *Excluded Parties List System* as excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding their exclusion status and that of their principal employees.

The federal government imposes this requirement in order to protect the public interest, and to ensure that only responsible organizations and individuals do business with the government and receive and spend government grant funds. Failure to adhere to these requirements may have serious consequences – for example, disallowance of cost, termination of project, or debarment. To assure that this requirement is met, there are four options for obtaining satisfaction that subgrantees and contractors are not suspended, debarred, or disqualified. They are:

The applicant certifies that it and its principals:

- Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal Department or agency.

- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes; commission of embezzlement; theft, forgery, bribery, falsification, or destruction of records; making false statements; or receiving stolen property.

- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in this certification.

- Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Drug-Free Workplace (Grantees Other Than Individual)

As required by the Drug-Free Workplace Act of 1988 and implemented in 34 CFR §§84.200 and 84.610, the applicant certifies that it will continue to provide a drug-free workplace by:

- Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

- Establishing, as required by 34 CFR §84.215, an ongoing drug-free awareness program to inform employees about:

    - The dangers of drug abuse in the workplace.
    - The grantee's policy of maintaining a drug-free workplace.
    - Any available drug counseling, rehabilitation, and employee assistance programs.
    - The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

- Requiring that each employee engaged in the performance of the project is given a copy of this statement.

- Notifying the employee in the statement that, as a condition of employment under the project, the employee will:

    - Abide by the terms of the statement.
    - Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

- Notifying the agency in writing within 10 calendar days after receiving notice of an employee's conviction of a violation of a criminal drug statute in the workplace, as required by 34 CFR §84.205(c)(2), from an employee or otherwise receiving actual notice of employee's conviction. Employers of convicted employees must provide notice, including position title to:

    Director, Grants and Contracts Service
    U.S. Department of Education
    400 Maryland Avenue, S.W. [Room 3124, GSA – Regional Office Building No. 3]
    Washington, D.C. 20202-4571

    (Notice shall include the identification number[s] of each affected grant).

- Taking one of the following actions, as stated in 34 CFR §84.225(b), within 30 calendar days of receiving the required notice with respect to any employee who is convicted of a violation of a criminal drug statute in the workplace.

    - Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirements of the Rehabilitation Act of 1973, as amended.
    - Requiring such employee to participate satisfactorily in drug abuse assistance or

rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

Making a good-faith effort to maintain a drug-free workplace through implementation of requirements stated above.

DUNS Number - Data Universal Numbering System

The federal government requires organizations to provide a DUNS number (unique entity identifier), and register with the System for Award Management (SAM), as part of their grant applications and proposals. The DUNS number (unique entity identifier), is a nine-digit number issued by the Dun and Bradstreet Company. This company provides business information for credit, marketing, and purchasing decisions. Some entities will also have what is known as "DUNS + 4," which is used to identify specific units within a larger entity.

Registering for a DUNS number (unique entity identifier), is free of charge with no obligation to purchase any products from the Dun and Bradstreet Company. An authorizing official of the organization should request the number. Generally, it only takes a day to obtain a DUNS number by phone (1-866-705-5711), while applications through the Dun and Bradstreet website can take up to 30 days.

All recipients and sub-recipients funded with federal funds must obtain a DUNS number (unique entity identifier), and register with SAM prior to applying/receiving a Project Award.

EDGAR - Education Department General Administrative Regulations

The federal grant administrative regulations for education (Title 34 CFR Parts 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99), was revised on December 26, 2014, with the implementation of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Grants Guidance), and delete 34 CFR Parts 74, 80, and 85 (Part 85 changed to 2 CFR Part 180) and included the deleted regulations into the Uniform Grants Guidance. Both administrative regulations (EDGAR and Uniform Grants Guidance), apply to all federal projects/awards.

General Education Provisions Act (GEPA) Requirements - Section 427 (Federal Requirement) Equity for Students, Teachers, and Other Program Beneficiaries

The purpose of Section 427 of GEPA is to ensure equal access to education and to promote educational excellence by ensuring equal opportunities to participate for all eligible students, teachers, and other program beneficiaries in proposed projects, and to promote the ability of such students, teachers, and beneficiaries to meet high standards. Further, when designing their projects, grant applicants must address the special needs and equity concerns that might affect the ability of students, teachers, and other program beneficiaries to participate fully in the proposed project.

Program staff within the granting institution must ensure that information required by Section 427 of GEPA is included in each application that the Department funds. *(There may be a few cases, such as research grants, in which Section 427 may not be applicable because the projects do not have individual project beneficiaries. Contact the Government Printing Office staff should you believe a situation of this kind exists.)* In addition, all application packages for discretionary grants and

cooperative agreements must include the "Notice To All Applicants"(attached) that explains the requirements of Section 427.

The statute highlights **six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, and age**. Based on local circumstances, the applicant can determine whether these or other barriers may prevent participants from access and participation in the federally assisted project, and how the applicant would overcome these barriers.

These descriptions may be provided in a single narrative or, if appropriate, may be described in connection with other related topics in the application. Applicants should be asked to state in the table of contents where this requirement is met.

Department program staff members are responsible for screening each application to ensure that the requirements of this section are met before making an award. If this condition is not met, after the application has been selected for funding the program staff should contact the applicant to find out why this information is missing. Documentation must be in the project file indicating that this review was completed before the award was made. If an oversight occurred, the program staff may give the applicant another opportunity to satisfy this requirement, but must receive the missing information before making the award, 34 CFR §75.231.

All applicants for new awards must satisfy this provision to receive funding. Those seeking *continuation* awards do not need to submit information beyond the descriptions included in their original applications.

Gun Possession

As required by Title XIV, Part F, and Section 14601 (Gun-Free Schools Act of 1994) of the Improving America's Schools Act:

- The applicant certifies that in compliance with Section 1006.13(3) (a), Florida Statutes, any student who is determined to have brought a firearm, as defined in 18 U.S.C. s. 921, to school, any school function, or on any school-sponsored transportation will be expelled, with or without continuing educational services, from the student's regular school for a period of no less than one full year, and referred to the criminal justice or juvenile justice system.

- School boards may assign the student to a disciplinary program or second-chance school for the purpose of continuing educational services during the period of expulsion.

- Superintendents may consider the one-year expulsion requirement on a case-by-case basis and request that the school board modify the requirement if determined to be in the best interest of the student and the school system.

Indirect Cost and Administrative Fees

School District - The Department has been given authority by the U. S. Department of Education to negotiate indirect cost proposals and to approve indirect cost rates for school districts. School districts are required to develop an indirect cost proposal and, if they fail to do so, they will not be allowed to recover any indirect costs. Amounts from zero to the maximum negotiated rate may be

approved for a program or project by the Department of Education's Comptroller. Indirect costs shall only apply to federal projects.

State Agencies, Local Governments, Indian Tribal Governments, Universities, Colleges and all Non-Governmental Agencies - The Department will allow state universities, state colleges, private colleges and universities, and non-governmental agencies to charge an indirect cost (administrative and/or overhead) up to eight percent or the agency's restricted rate approved by the appropriate cognizant agency, **whichever is lower**. This rate may be charged on the total direct costs disbursed less the amounts of subcontracts in excess of $25,000, stipends, tuition and related fees, and items of equipment, alterations, renovations, and flow-through funds ("pass through" to another entity) on projects issued by the Department. This rate is intended to be all-inclusive of typical administrative and overhead costs, including but not limited to, rental of office space, bookkeeping and accounting services, and utilities. In the alternative, the Department will approve an indirect cost rate of eight percent plus the direct charges for typical administrative and overhead costs such as office space rental when such costs can be directly and appropriately allocated to the program. To recover indirect costs above eight percent, agencies other than school districts must furnish to the DOE's Comptroller's Office a copy of their current negotiated restricted indirect cost plan that has been approved by the appropriate cognizant agency. Amounts from eight percent to the maximum negotiated rate may be approved for a program or project by the Department's Comptroller. For agencies that may have indirect cost in excess of the eight percent limit may not charge directly, use to satisfy matching or cost sharing requirements, or charge to another federal award. Indirect costs shall only apply to federal projects.

Restrictions on Funds for Administration

Restrictions on the amount or percentage that can be charged to a project's administration (which includes indirect cost) will be reflected in the RFP or RFA and/or in the approved Project Award notification or amendment, where applicable.

Administrative Fee for Non-Federal Funds

An administrative fee may be approved by the Department for non-federal projects not to exceed five percent of the total cost of the project.

Interest Income

Based on Section 216.181(16) (b), Florida Statutes, and 2 CFR Part §200.305 (9), project/grant recipients shall remit on an annual basis all interest earned on cash advanced by the Department.

Lobbying

In accordance with Section 216.347, Florida Statutes, the disbursement of grants and aids appropriations for lobbying is prohibited. The Department may not authorize or make any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The provisions of this section are supplemental to the provisions of Section 11.062, Florida Statutes, and any other law prohibiting the use of state funds for lobbying purposes.

As required by Section 1352, Title 31, of the U.S. Code, and implemented in 34 CFR Part 82, for persons entering into a grant or cooperative agreement over $100,000, as defined in 34 CFR §§82.105 and 82.110, the applicant certifies that:

- No federally 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

- If any funds other than federally 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 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, contracts under grants, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Monitoring

In addition to reviews of audits conducted in accordance with 2 CFR §200, Subpart F, and Section 215.97, Florida Statutes, monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits, and/or other procedures. By entering into this agreement (Project/Grant), the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department 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 or Auditor General.

More Restrictive Conditions

Project recipients found to be in noncompliance with program and/or fund source requirements or determined to be "high risk" shall be subject to the imposition of more restrictive conditions. (See Section G, Conditions for the Approval of Project Applications and Project Amendments, or the Termination of a Project for additional information.)

Obligations by Project Recipients

Obligations will be considered to have been incurred by project recipients on the basis of

documentary evidence of binding commitments for the acquisition of goods or property or for the performance of work, except that funds for personal services, for services performed by public utilities, for travel, and for the rental of facilities shall be considered to have been obligated at the time such services were rendered, such travel was performed, and/or when facilities are used.

Ownership of Products—Intellectual Property

The ownership of products resulting from a project, which are subject to intellectual property rights, shall remain with the Department unless such ownership is explicitly waived. The following terms and conditions apply to all grants and project recipients, unless explicitly waived:

- With respect to all products created by the grantee for this project, said materials will be the property of the Department.

- To the extent that any product constitutes a "work" within the meaning of U.S. copyright laws, 17 U.S.C.S. 101, et seq., it shall be a "work for hire." In the event that a court of competent jurisdiction determines that a product or material is not a work for hire as a matter of law, the contractor shall assign and convey to the Department all right, title, and interest in the product or material and require its employees and subcontractors to do the same.

- The grantee agrees that its employees will not assert any ownership of the product produced under the project. The grantee shall be responsible for acquiring necessary releases or establishing appropriate contract provisions in its dealings with employees and subcontractors in order to secure the Department's rights.

- Any claim by the grantee of ownership of pre-existing copyrights should be explicitly stated in the project documentation.

- The grantee agrees that if it hires any third party to perform any work on the project, the work shall be on a "work for hire" basis and shall not in any way infringe upon the Department's ownership of the product.

- The grantee agrees not to convey any rights in the product to a third party.

- If the grantee hires a third party to perform any work that involves the use of pre-existing intellectual content owned by the third party, the third party shall expressly assert its ownership of the content and shall grant the grantee and the Department the non-exclusive license to use the product.

- A licensing agreement or other agreement regarding the use of intellectual property developed under the project may be developed between the Department and grantee in order to further the use of the products in the educational community.

Participation of Private School Students and Staff in Federal Grants

Students and staff of nonpublic schools shall be given an opportunity for equitable participation in activities or services conducted by school districts using federal funds. Appropriate personnel must be aware of, and consult, program-specific guidelines discussed in the applicable program statute,

regulations, and guidance documents.

Personnel Costs – Time Distribution

Charges to federal projects for personnel costs, whether treated as direct or indirect costs, are allowable to the extent that they satisfy both the Department's requirements and the specific requirements of 2 CFR §200.430, and will be based on payrolls documented in accordance with generally accepted practices of the local educational agency (LEA) and approved by a responsible official(s) of the LEA.

When employees work solely on a single federal award or cost objective, charges for their salaries and wages must be supported by personnel activity reports (PARs), which are periodic certifications (at least semi-annually) that the employees worked solely on that program for the period covered by the certification. These certifications must be signed by the employee or a supervisory official having firsthand knowledge of the work performed by the employee.

When employees work on multiple activities or cost objectives (e.g., more than one federal project, a federal project and a non-federal project, an indirect cost activity and a direct cost activity, two or more indirect activities which are allocated using different allocation bases, or an unallowable activity and a direct or indirect cost activity), the distribution of their salaries or wages will be supported by personnel activity reports or equivalent documents that meet the following standards:

- Reflect an after-the-fact distribution of the actual activity of each employee
- Account for the total activity for which each employee is compensated
- Prepared at least monthly and must coincide with one or more pay periods
- Signed and dated by the employee

The U.S. Department of Education has approved for use in Florida a substitute system for allocating salaries to federal projects. As part of this substitute system, the Personnel Activity Reporting System (PARS) may be implemented by school districts so long as it is implemented in accordance with the Department's approved substitute system. This document is available upon request from the Department's Bureau of Contracts, Grants, and Procurement Management Services. When school districts choose to use the substitute system, no variations are allowed without specific written authorization from the Department. School districts choosing not to use the approved substitute system must implement a system that meets all of the requirements of both the Department and 2 CFR §200.430. School districts choosing to use the Department's substitute system must furnish to DOE's Comptroller's Office the district's policies and procedures, which specify the reporting months, as well as the actual time reporting instrument for approval. For each district given authorization to adopt a substitute system, a written approval/agreement will be in effect for the duration of the district's participation in the substitute system or until such time as the requirements change for the Department.

Note: This does not authorize school districts to consolidate administrative funds except as otherwise stated in the project award notification or to use "teams" as a basis for allocating personnel

cost. These methods apply only to the Department.

Project Effective Dates

For federal programs, funds shall be obligated no earlier than the date the project application was received by the Department and determined to be in substantially approvable form or the effective date of the federal grant award, whichever is later.

For state programs, funds shall be obligated no earlier than the effective date of the legislative appropriation, usually July 1.

All Project Award Notifications reflect the beginning and ending dates of the project period and the date for submission of the final expenditure report. All conditions stated in the award notification are considered binding on the project recipient.

Property

Property purchased, in whole or in part, with federal funds shall be used for the purpose of that federal program and accounted for in accordance with applicable federal and state statutes, rules, and regulations, as follows.

Disposition of Equipment - Based on Section 273.055, Florida Statutes, and Rules 69I-72.002, and 69I-73.005, Florida Administrative Code, when original or replacement equipment acquired under a grant or sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a federal agency, disposition of the equipment will be made as follows:

- Items of equipment with an acquisition cost of less than $1,000 may be retained, sold, or otherwise disposed of with no further obligation to the awarding agency. Income received from these sales will not be reported to the Department.

- Items of equipment with an acquisition cost in excess of $1,000 and a useful life of one year or more may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.

- In cases where a grantee or sub-grantee fails to take appropriate disposition actions, the awarding agency may direct the grantee or sub-grantee to take excess and disposition actions.

The Department's policy concerning proceeds received from the sale of property with a current per unit fair market value of $1,000 through $5,000 is the net amount received from such sales will remain at the sub-grantee level to be used in the same ongoing program. Funds from such sales will be treated as other program income in the same ongoing program(s). This type of income must be amended into a current year's project in which the sale occurred. It should then be reported on line 11 of the Project Disbursement Report (form DOE 399, DOE 499, or DOE 599) as a total for the fiscal year in which the sale(s) occurred. This identification of income is necessary to meet reporting requirements of the United States Department of Education. Complete documentation for this type of income and expenditures must be maintained for monitoring and auditing purposes. Income from the sale of this type of property should be recorded in the agency's special revenue account as other

income and identified as such for the federal cash advance reconciliation at the end of each fiscal year. If the agency is no longer receiving funds for the particular project or program, the income from such equipment sales will be returned to the Department to be forwarded to the United States Department of Education.[1] Equipment that was initially purchased with federal funds with a current per-unit fair market value in excess of $5,000, must be processed in accordance with 2 CFR §200.313(e)(2), with the assistance and written approval of the Department.

Disposition of Real Property - Disposition of real property will be handled on an individual basis. The local educational agency will also coordinate real property dispositions with the program coordinator responsible for the particular project or program from which the real property was purchased. Property purchased entirely with state funds shall meet the minimum requirements of the Auditor General as defined in the County and District Tangible Personal Property publication in addition to local procedures. (See Section F, Program Income, Interest Income, and the Disposition of Equipment, for additional information.)[2]

Inventory of Property – All project recipients must ensure that a complete physical inventory of all property is taken at least once each fiscal year. Chapter 69I-72.006, Florida Administrative Code.

Protected Prayer in Public Elementary and Secondary Schools

As required in Section 9524 of the Elementary and Secondary Education Act (ESEA) of 1965, as amended by the No Child Left Behind Act of 2001, school districts and other local education agencies must certify annually that they have no policy that prevents or otherwise denies participation in constitutionally protected prayer in public elementary and secondary schools.

Purchasing

All recipients and subrecipients must have documented procurement policies and procedures that meet the minimum requirements of federal and state statutes, rules, and regulations. Under the Uniform Administrative Requirements, the procurement standards are located at 2 CFR §§200.317 – 200.326.

Reporting Requirements—Financial Disbursements

Federal project recipients on cash advance are required to report disbursements using the Cash Advance and Reporting of Disbursements System (CARDS)[3] and by submitting a Project Budget Summary and Disbursement Report (DOE 399, DOE 499, or DOE 599) annually for each active project. These reports must be received in the DOE's Comptroller's Office by the 20th of the month succeeding the final month in which the disbursements were made. Failure to submit these reports in a timely manner may result in a decrease or delay in the monthly cash advance or loss of funds. Other federal project recipients are required to report in accordance with instructions stated in the Project Award Notification. State project recipients shall submit reports as required by the Department. Audit reports shall be sent in accordance with Section 215.97, Florida Statutes, to:

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[1] Upon termination of a project, and at the discretion of the Department, all equipment/property purchased with project funds will be transferred to the location(s) specified by the Department and all necessary actions to transfer the ownership records of the equipment/property to the Department or its designee, will be taken.

[2] Ibid

[3] CARDS Cash Advance and Reporting of Disbursements System), is scheduled to be replaced with FLAGS (FLA Grants System). When replaced, all references to CARDS will be FLAGS.

Florida Department of Education
Bureau of Contracts, Grants, and Procurement Management Services
344 Turlington Building
325 W. Gaines Street
Tallahassee, FL 32399-0400

Retention and Access to Records

Requirements related to retention and access to project/grant records, are determined by federal and state laws, rules, and regulations. Federal regulation 2 CFR §200.333, addresses the retention requirements for records that applies to all financial and programmatic records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal or Project award. If any litigation, claim, or audit is started before the expiration date of the retention period, the records must be maintained until all ligation, claims, or audit findings involving the records have been resolved and final action taken.

In Florida, the General Records Schedule GS1-SL for State and Local Government Agencies (available at http://dos.myflorida.com/library-archives/records-management/general-records-schedules/) includes the following requirements related to grant files for recipients:

> This record series documents activities relating to grant-funded projects conducted by the grant recipient, including the application process and the receipt and expenditure of grant funds. These files may include, but are not limited to, grant applications; contracts; agreements; grant status, narrative, and financial reports; and supporting documentation. Project completion has not occurred until all reporting requirements are satisfied and final payments have been received.

The length of retention for these records in Florida is five years after the completion of the project provided applicable audits have been released.

Access to records of the grantee and subgrantees and the expiration of the right of access is found at 2 CFR §200.336 (a) (c), which states:

> (a) Records of non-Federal entities. The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, including but not limited to the, Florida Department of Education, Florida Department of Financial Services, and the Auditor General of the State of Florida, must have the right of access to any documents, papers, or other records of non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.
>
> (c) Expiration of right of access. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

Single Audit Act

- If a recipient expends **state** financial assistance equal to or in excess of $500,000 in a fiscal year,

that recipient is subject to the requirements of the Florida Single Audit Act (see Resources).

- If the recipient expends **federal** financial assistance equal to or in excess of $750,000 in a fiscal year, the recipient is subject to the requirements of the Federal Single Audit Act.

Projects/Grants awarded by the Florida Department of Education to subrecipients will be subject to audits and/or monitoring by the Department.

Supplement, Not Supplant

In accordance with program-specific authorizing laws and regulations implementing those laws, federal funds must generally be used to increase, to the extent practical, the level of nonfederal funds that would be available in the absence of federal funds, and in no case to replace these nonfederal funds.

The Stevens Amendment

All federally funded projects must comply with the Stevens Amendment of the Department of Defense Appropriation Act, found in Section 8136, which provides:

> When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, all grantees receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with federal money, (2) the dollar amount of federal funds for the project or program, and (3) the percentage and dollar amount of the total costs of the project or program that will be funded by non-governmental sources.

Travel

All travel performed in connection with approved project activities must be in compliance with the current Section 112.061, Florida Statutes, which covers per diem allowance and travel expenses. The Florida Department of Education's Travel Manual is available at:
http://www.fldoe.org/core/fileparse.php/5625/urlt/0076987-travelmanual.pdf .

Section 112.061(14), Florida Statutes, Applicability to Counties, County Officers, District School Boards, Special Districts, and Metropolitan Planning Organizations, establishes statutory authority allowing specified entities to establish travel reimbursement rates other than those established by Section 112.061(6)(a), (6)(b), and (7)(d), Florida Statutes. Each entity must comply in accordance with the statute, and include with the project application a copy of the applicable document, e.g., ordinance, resolution, policy, or rule, and have a detailed description on the project budget form.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The Uniform Grants Guidance or UGG (2 CFR Part 200), went into effect on December 26, 2014, which consolidated previous requirements from OMB Circulars A-21, A-87, A-89, A-102, and A-110, A-122, A-133 into a uniform set of rules.. The focus for the change, from the Office of

Management and Budget (OMB) is streamlining the Federal government's guidance on Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards. These regulations are required for all federally funded projects/programs.

NOTICE TO ALL APPLICANTS

The purpose of this enclosure is to inform you about a new provision in the Department of Education's General Education Provisions Act (GEPA) that applies to applicants for new grant awards under Department programs. This provision is Section 427 of GEPA, enacted as part of the Improving America's Schools Act of 1994 (Public Law (P.L.) 103-382).

To Whom Does This Provision Apply?

Section 427 of GEPA affects applicants for new grant awards under this program. **ALL APPLICANTS FOR NEW AWARDS MUST INCLUDE INFORMATION IN THEIR APPLICATIONS TO ADDRESS THIS NEW PROVISION IN ORDER TO RECEIVE FUNDING UNDER THIS PROGRAM.**

(If this program is a State-formula grant program, a State needs to provide this description only for projects or activities that it carries out with funds reserved for State-level uses. In addition, local school districts or other eligible applicants that apply to the State for funding need to provide this description in their applications to the State for funding. The State would be responsible for ensuring that the school district or other local entity has submitted a sufficient section 427 statement as described below.)

What Does This Provision Require?

Section 427 requires each applicant for funds (other than an individual person) to include in its application a description of the steps the applicant proposes to take to ensure equitable access to, and participation in, its Federally-assisted program for students, teachers, and other program beneficiaries with special needs. This provision allows applicants discretion in developing the required description. The statute highlights six types of barriers that can impede equitable access or participation: gender, race, national origin, color, disability, or age. Based on local circumstances, you should determine whether these or other barriers may prevent your students, teachers, etc. from such access or participation in, the Federally-funded project or activity. The description in your application of steps to be taken to overcome these barriers need not be lengthy; you may provide a clear and succinct description of how you plan to address those barriers that are applicable to your circumstances. In addition, the information may be provided in a single narrative, or, if appropriate, may be discussed in connection with related topics in the application.

Section 427 is not intended to duplicate the requirements of civil rights statutes, but rather to ensure that, in designing their projects, applicants for Federal funds address equity concerns that may affect the ability of certain potential beneficiaries to fully participate in the project and to achieve to high standards. Consistent with program requirements and its approved application, an applicant may use the Federal funds awarded to it to eliminate barriers it identifies.

What are Examples of How an Applicant Might Satisfy the Requirement of This Provision?

The following examples may help illustrate how an applicant may comply with Section 427.

(1) An applicant that proposes to carry out an adult literacy project serving, among others, adults with limited English proficiency, might describe in its application how it intends to distribute a brochure about the proposed project to such potential participants in their native language.

(2) An applicant that proposes to develop instructional materials for classroom use might describe how it will make the materials available on audio tape or in braille for students who are blind.

(3) An applicant that proposes to carry out a model science program for secondary students and is concerned that girls may be less likely than boys to enroll in the course, might indicate how it intends to conduct "outreach" efforts to girls, to encourage their enrollment.

(4) An applicant that proposes a project to increase school safety might describe the special efforts it will take to address concern of lesbian, gay, bisexual, and transgender students, and efforts to reach out to and involve the families of LGBT students

We recognize that many applicants may already be implementing effective steps to ensure equity of access and participation in their grant programs, and we appreciate your cooperation in responding to the requirements of this provision.

Estimated Burden Statement for GEPA Requirements

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The obligation to respond to this collection is required to obtain or retain benefit (Public Law 103-382. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the U.S. Department of Education, 400 Maryland Ave., SW, Washington, DC 20210-4537 or email ICDocketMgr@ed.gov and reference the OMB Control Number 1894-0005.

FLORIDA'S 21ST CENTURY COMMUNITY LEARNING CENTERS

25B036

2024-25 21st CCLC Subrecipient Assurances

The subrecipient agrees to the program requirements and expectations for the implementation of the 21st CCLC program as outlined in the Request for Proposals (RFP) and the assurances below. Each assurance must be initialed by the Agency Head. The final page must be signed by the agency head.

Program Operations

The 21st CCLC program will be fully operational and providing services to students within **30 calendar days** of receiving the DOE 200 award notification or within **14 calendar days** from the first day of incurring 21st CCLC expenditures, whichever is earlier. (___)

Academic Focus

All academic services will be aligned with the curriculum in the core subject areas of each of the schools attended by the participating students. (___)

Evidence-based Research

Program activities will be implemented based on evidence-based practices using the levels of evidence in the Every Student Succeeds Act. Activities must be based in evidence that shows that the students will meet challenging State academic standards. (___)

Supplement, Not Supplant

Funds under this part will be used to increase the level of state, local and/or other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case supplant federal, state, local or non-federal funds. Subrecipients must also coordinate Federal, State, and local programs to make the most effective use of resources. (___)

Facilities

Program facilities will be as available and accessible to participants as the students' local school. The facilities have sufficient resources to provide all proposed and required activities. The program will maintain equipment, security, resources and a clear strategy for the safe transportation of students to and from the center and home. The program will take place in a safe and easily accessible facility as outlined in the RFP, Florida Statutes and Florida Administrative Code. (___)

Supplemental Meals

Students will be provided nutritious snacks and/or meals that meet the requirements of the United States Department of Agriculture (USDA) guidelines for afterschool snacks and summer meal supplements. A supplemental snack will be offered to each student, each day. A meal will be offered to each student when the program exceeds four hours of operation each day. Snacks/meals **cannot** be purchased with 21st CCLC funds and must come from other resources. Students will **not** be charged for costs associated with supplemental snacks/meals. (___)

Students with Special Needs

Students with special needs will be afforded the same opportunities as children in the general population. Students with special needs include those who may be identified as English language learners (ELLs); homeless; migrant; or with physical, developmental, psychological, sensory or learning disabilities that result in significant difficulties in communication, self-care, attention or behavior, and are in need of more structured, intense supervision. Children with special needs shall not be excluded from the 21st CCLC program, regardless of the level or severity of need, provided that they can be safely accommodated.( )

Collaboration with Schools

The program was developed and will be implemented in active collaboration with the schools attended by participating students and the community.( )

Community Awareness

The subrecipient gave notice to the community of its intent to submit an application to operate a 21st CCLC program. The agency will provide for public availability and review of the application and any waiver request after submission.( )

Property

Property acquired with 21st CCLC funds will remain within the appropriate facility for continued use in the 21st CCLC program until the funding period has expired. If the 21st CCLC program no longer exists at the end of the program period, all equipment will be distributed to another federal program.( )

Records Retention

The subrecipient will retain all records relating to the 21st CCLC program for which federal funds are received for a period of five (5) years after the completion of the last activity of the program or until such time as all pending reviews or audits have been completed and resolved.( )

Monitoring and Evaluation Activities

The subrecipient will fully cooperate with all monitoring, auditing, evaluation and reporting requirements established by the Florida Department of Education (FDOE) and/or authorized representatives. The program will submit all required data and reports, as required and/or requested, to the State of Florida (Florida Department of Financial Services and the Florida Department of Education) and the United States Education Department (USED).( )

Student Safety

The subrecipient will ensure that all procedures and regulations for health, fire, safety, pick-ups, parental/guardian consents, transportation, field trips, food, medical and other

emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards. (___)

Suspension of the Grant

The department may suspend or terminate the grant with 30 days notice, in whole or in part, if federal funds supporting the grant are reduced or withdrawn, or for nonperformance by the subrecipient at any time during the term of the grant. The FDOE and the subrecipient may suspend or terminate the agreement, in whole or in part, upon mutual agreement. (___)

Financial Consequences

If the subrecipient fails to meet and comply with the activities established in the approved application or make appropriate progress on the activities, and they are not resolved within two weeks of notification, the department will (1) approve a reduced payment, (2) request the applicant redo the work, if possible and/or (3) terminate the project. Activities subject to financial consequences include failure to meet student attendance targets, operate the program as indicated in the program schedule, report programmatic data, submit deliverables or meet the performance goals of the program. (___)

By accepting grants funds, the undersigned hereby assures and agrees that, in accordance with statutes and regulations, the agency will comply with program assurances listed above; the approved application; the applicable rules, regulations and laws; and the rules, requirements, and expectations contained in the RFP.

Agency Name	*School District of Manatee County*
Agency Head or Authorized Agency Representative	Signature
	Dr. Jason Wysong Printed name
Title	**Superintendent**
Date	04/26/2024
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

Assurance of Providing Equitable Services for Private Schools (Private School Participation)

21st CCLC programs are required to provide equitable services to eligible private school students, teachers and other education personnel. Applicants must assure that the agency has and will continue to ensure timely and meaningful consultation for equitable services to private school children and teachers within the local education service areas. 21st CCLC programs must, at a minimum, consult with officials from those private schools located in the specific geographic area(s) served by program site(s).

In accordance with 34 C.F.R. Part 76.656, provide the following information in reference to consultation and participation of eligible private schools in Title IV, Part B, 21st CCLC:

(a) A description of how the applicant will meet the federal requirements for participation of students enrolled in private schools.

The district conducts an annual Private Schools Meeting each November. This is an ongoing consultation and communication with private schools to identify needs and qualifying students. Private schools may choose to opt out of services at anytime during the process. Communications with private schools not opting out occur twice per year and may be conducted in person and/or via email, phone calls or certified letters.

(b) The number of students enrolled in private schools who have been identified as eligible to benefits under the program.

At this time no private school students have been identified for services. Through ongoing consultation, students may be identified, and appropriate services offered.

(c) The places and times that the students will receive benefits under the program.

If students are identified as eligible, they will receive services through the School District of Manatee County's 21st CCLC grants. Services will be provided at the targeted schools on the dates, days and times outlined in the site profile worksheets.

(d) The differences, if any, between the program benefits the applicant will provide to public and private school students, and the reasons for the differences.

There will be no differences in the services and benefits provided to public and private school students. All students regardless of the school in which they attend will receive the same level of services including days of operation, hours of operation, and activities.

☑ Check this box if there are NO private schools located within the geographic area(s) of the site(s) where the 21st CCLC program is located.

Agency Name	School District of Manatee County
Agency Head or Authorized Agency Representative	[signature] Signature Dr. Jason Wysong Printed name
Title	**Superintendent**
Date	04/26/2024
Phone No.	**941-708-8770**
Email	**wysongj@manateeschools.net**

2020-2021 Scope of Work

Agency Name: Manatee County School District

Project Number: 410-2441B-1CCC4

Program Name: Manatee County School District – Ballard/Samoset

3.1 Project Abstract

The School District of Manatee County's STARS (Students That Are Reaching Success) Grant provides services to two school sites serving high-risk populations of students. Ballard Elementary and Samoset Elementary will serve 85 students after-school at each site in Kindergarten through 5th grade, Monday-Friday, for 168 regular days/12 early release days. Hours of operation are 3:15PM-6:00PM regular days and 1:30PM-6:00PM on early release days. Each site offers daily homework help, academic enrichment, personal enrichment, socio-emotional learning, STEM, arts, and physical education. Activities address the goal of increased academic achievement. Educational workshops on high-interest topics are regularly scheduled for adult family members. In addition, the program provides a system of support, academic enrichment, life skills, and training designed for self-sufficiency and success. The School District of Manatee County (SDMC) STARS Grant offers a collaborative relationship with the school staff and administration to provide supervision during the times when a student may otherwise be alone in harm's way.

3.2 Applicant's Experience and Capacity

The School District of Manatee County is responsible for administering effective programs, delivering comprehensive education, and providing complementary services to 50,000 school-aged youth in public and charter schools. A significant part of this work includes the oversight and proper stewardship of numerous federal, state, and private grant initiatives including the Nita M. Lowey 21st Century Learning Centers (21st CCLC) Programs for over 16 years. The Adult, Career, and Technical Education Department, where the STARS Grant will be housed, has raised $75,290,461 in funds over the past 17 years and oversees many local, state, and federal grants.

Program Administration and Fiscal Management: The SDMC is committed to a high level of transparency with regard to processes, practices, and investments. School-level expenditures, instructional and pupil support, and school administration are made public, by school. Providing full disclosure of all relevant fiscal information in a timely and systematic manner, www.manateeschools.net is used as the vehicle to publish the documents and offsite links required by transparency of records laws for school districts

in Florida. All matters of the budget are approved by the School Board, comprised of five elected officials. The Board meets bi-monthly and each session is televised live with minutes and agendas posted on the website. Florida Statutes require an annual audit to be conducted by independent certified public accountants. SDMC audits for the last two years have rendered an unmodified opinion that, based on the audit by the independent certified public accountants, and reports of other auditors, the district's financial statements are presented fairly, in all material respects, and in conformity with accounting principles generally accepted in the United States of America.

The STARS Grant will be housed within the SDMC Adult, Career and Technical Education Department

(ACT) and its Extended Day Enrichment Program (EDEP) that provides programming during non-school hours to 28 public schools. With this placement, the District will be able to leverage the experience, resources, and staff of the EDEP program including an experienced Program Director and Bookkeeper and be ready for immediate implementation. A Collaborative Liaison will be brought on-board, and each site location will be managed by a Site Coordinator (district employee), thus providing strong site leadership.

Appropriate Processes: To appropriately track and encumber obligated expenditures, function and object codes will be set using the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book). Program funds, records and budgetary expenses will be housed, tracked, and reconciled by the program bookkeeper located at the district's Professional Support Center. All actions will be approved by the Program Director, the Adult, Career, and Technical Education Director, and the school district's Finance Department.

Program Implementation: The school district has extensive experience in providing a broad range of services in line with the 21st CCLC program goals, objectives, and approved activities from standards-based education to nationally-awarded STEM programming to research-based curricula within 48 traditional school sites as well as alternative sites.

Program Evaluations/Experiences: School District of Manatee County has extensive experience in collecting, maintaining, analyzing, and reporting accurate program evaluation data. Processes include: ongoing professional development, FOCUS student information system that tracks all student data, and oversight from the school district's Research and Assessment Department.

3.3 Needs Assessment

After a careful needs assessment of the district's students and families, determining prevailing risk factors, and analyzing the capacity and capability of Manatee's facilities,

two Title I schools have been slated as 21st CCLC. This assessment, conducted in early 2020, was based on a number of data sources including: Florida Department of Education, Florida Department of Health, Census, School Improvement Plans, school level data, and input from students, parents, staff, and stakeholders. Needs assessment activities included: presenting to teachers and administration, surveying parents, meeting with curriculum specialists, and communication with key representatives of the slated schools. This assessment was critical in formulating an in-depth understanding of each school's needs.

Target Demographics: Ballard Elementary: Of the 425 students attending this Title I school, 100% receive free/reduced lunch. According to the Florida Department of Education (FLDOE), Ballard Elementary received in 2018-2019 a C grade and previous two years a D grade. In 2019-2020, Ballard Elementary submitted a school improvement plan (SIP) as required by Section 1001.42(18). The SIP indicates third grade ELA achievement increased 6% and third grade math increased 21%. Fourth grade ELA achievement had a 33% gap when compared to the state average. Additionally, 19.8% of all students are English Language Learners. According to the FLDOE, 35% of all of Ballard's 3rd-5th grader students scored level 3 or above in the English Language Arts (ELA) FSA; 35% of third graders; 25% fourth graders; 40% fifth graders. Disadvantaged students in 3rd-5th grades scored level 3 or above at 32.9%. In Math, 34% of all tested (3rd-5th grades) scored level 3 or above; 30.4% of third graders; 39.5% fourth graders; 41.9% fifth graders. In 2018-2019, students in Science scored 25.5% - level 3 or above. Ballard Elementary has been on the Lowest 300 Performing Elementary Schools List since 2017-2018. The American Community Survey 5-Year Estimates (2013-2017) indicates 19.4% are living below poverty level. Families in this area are 80% minority with 20% white, 40% being Hispanic, 40% African American, and 51.2% are Male individuals. In addition, 32% of this population has less than a high school diploma (Demographics from 10/12/18 FOCUS (Static) Report). There is a critical need to provide these elementary students with additional opportunities for standards-based academic enrichment. According to the Campaign for Grade Level Reading, "Reading proficiency by third grade is the most important predictor of high school graduation and career success. Yet every year, more than 80 percent of low-income children miss this crucial milestone."

Ballard's mission statement:

- We believe that all students are important and valuable.
- We believe that failure does not break us but is the foundation for our success.
- We believe that our dreams and goals will be reached through hard work and effort.

- We believe that effort is the key to our success.
- We believe that all students will be successful everyday who work hard and try.

Target Demographics: Samoset Elementary: Of the 566 students attending this Title 1 school, 100%receive free/reduced lunch. According to the Florida Department of Education (FLDOE), Samoset received a B in 2018-2019, D in 2017-2018 and earned a C the previous two years. Additionally, 43.9% of the students are English Language Learners. According to the FLDOE, 27.1% of all tested (3rd-5th grades) scored level 3 or above; 30% of third graders; 41% fourth graders; 29% fifth graders. In Math, 53% of all tested (3rd-5th grades) scored level 3 or above; 41% of third graders; 63% fourth graders; 55% fifth graders. In 2019, 5th graders in Science scored 22.9% - level 3 or above. Samoset Elementary is on the Lowest 300 Performing Elementary Schools List since 2017-2018. According to the 2013-2017 American Community Survey 5-Year Estimates, 22.9% are living below poverty level. Families in this area are 86%minority with 20.2% white, 44% being Hispanic, 41.5% African American, .5% Asian and 51.2% are Male individuals. In addition, 32% of this population has less than a high school diploma (Demographics from 10/12/18 FOCUS (Static) Report). The majority of African American residents in this area are living below poverty (29.3%) and 35.3% of this population has less than a high school diploma.

According to Samoset's SIP their reading and math achievement has steadily increased the last three years, yet the science proficiency has not. The greatest gap at Samoset is the achievement categories. Samoset is 23% below the state in reading, 10% below the state in math and 30% lower then the state in science. As a title 1 school, they have continued to struggle with proficiency. Although their scores increased in 2019, they still did not make the state average. ELA proficiency improved 5% and Math proficiency improved 11%. Much of the population is second language learners. Provided data trends at Samoset show students who leave kindergarten on grade level remain on grade level.

Samoset's mission statement: Samoset Elementary School's mission is to create an engaging, positive environment that provides high quality instruction and leadership opportunities to students so that they will strive to achieve their individual academic and personal goals.

Availability and Accessibility of Afterschool Services: Ballard has had a fee based before/after child care program for seven years. Attendance is low due to the community's impoverished families. There is a critical need for an afterschool program that provides academic and enrichment activities for these families. The school also participates in the Soar in 4 program which offers parents of Pre-K, Kindergarten and first grade students the opportunities to participate in educational programs related to

their student's curriculum. Saturday tutoring is provided for grades 3-5, L30 students and bubble kids.

Samoset began a hardship/reduced fee before/after child care program in 2018-2019 school year. Attendance was low due to the number of families unable to afford the services. However, students receiving the 21st CCLC STARS Grant would provide not only a free after school academic and enrichment services for a school site in critical need but also a safe and secure environment after school. Saturday tutoring is provided for grades 3-5, L30 students and bubble kids.

Demand for Proposed Services: Located within the City of Bradenton, majority of students live with-in a two-mile radius of Ballard Elementary. The school is in a neighborhood environment where the parents walk their children to and from school or they are bike riders. The attending families consist mainly of immigrant farmers or factory workers who live in homes or low-income apartments surrounding the school. The Samoset Community is highlighted in the Manatee County 2017-2021 Assessment of Fair Housing publication as a R/ECAP area. Census data reports that households of Hispanic or Latino origin in this neighborhood have median household of $34,719.00. In a non-family household, headed by a female, the median income is $26,942.00. Community focus groups conducted by the county's Redevelopment and Economic Opportunity Department report that there is a deficit in parenting engagement and overall skill with regard to communication and literacy. There is a need for English to be spoken with-in the home to re-enforce grade level reading.

Supporting Community Resources: Ballard coordinates with surrounding churches to provide supplies and afterschool resources for families. In addition, Manatee Rural Health coordinates with the school's Graduation Enhancement Tech (GET) to provide free dental checkups and Healthy Schools provides free flu shots to students after school. Both are great resources for 21st CCLC family engagement activities.

Samoset has community support through a local church that provides volunteers who work with students in reading and math, gift cards for every student to purchase books at the Book Fair, pantry/dry goods for families and donations of school supplies. In addition, they work closely with the Samoset Community Association to build school relationships within the community. Both are excellent resources and partnerships for the 21st CCLC STARS Grant.

Closing the Gaps: Both of these communities support the School District of Manatee County's 21st CCLC STARS Grant as a way to close the gap in services for the county's most at-risk children. Impoverished and at-risk students will have free access to programming, occurring outside of the school day, which includes a comprehensive schedule of educational activities designed to foster academic success as well as provide opportunities for exploration and growth for the child and the whole family. The

programs have been thoughtfully designed to meet the needs of these students and their adult family members.

Consultation with Stakeholders: District administrators met with representatives from each school site to determine needs as well as objectives and possible activities. Private schools were sent certified letters with a questionnaire seeking participation and input. Parents and community members were informed of the application and focus group meetings will be held when school resumes. Private School Collaboration: There are 9 private schools identified within the communities served by the two proposed 21st CCLC schools. Certified letters have been sent to each site along with a questionnaire of interest, though no response was received before the grant was submitted for review. Follow-up phone calls to those showing interest will be completed thus allowing each party to discuss options for ensuring equitable participation of private school students. The district will continue to evaluate the community and take the appropriate actions to provide equitable services to teachers and students should additional private schools open during the 21st CCLC grant period. During the first semester, the district will hold a private schools fair providing additional opportunities for consultation.

3.4 Community Notice and Dissemination of Information

Prior to the release of the RFP, the school district identified the eligible schools in greatest need of structured afterschool programming. The district's 21st CCLC Director reached out to the Principals at Ballard Elementary and Samoset Elementary to consult and discuss their individual needs for potential students to attend the 21st CCLC program. Once identified, the school district began a campaign to inform the community of the intent to apply for 21st CCLC funding immediately following the release of the FLDOE RFP, which included a press release to media through the school district's Communications, Family and Community Engagement Department, and publication on the District website under Hot Topics. Formats to disseminate information about the 21st CCLC proposal include having each school communicating the proposal to families via connect-ed automated system. In addition, eligible private schools were identified in which emails and certified letters including a questionnaire were sent. Follow-up and communication by the Collaboration Liaison to the private schools are done throughout the school year. The school district will continue to leverage the expertise and resources of the Department of Communications, Family and Community Engagement to assist in disseminating program information to the community on the submittal and approval of the grant via press releases to media and child-centered publications, posting through social media, posting the proposed grant on the district's website under 21st Century Community Learning Centers page and spreading the word through other appropriate channels. In addition, the complete proposal package will be available to the public

during the June 9, 2020 School Board Meeting. Once an Advisory Board is in place, it will be charged with dissemination and outreach activities as well.

The district has already developed and is currently maintaining a 21st CCLC webpage via the SDMC website (www.manateeschools.net). The STARS Grant information will be added to the current page and the two sites will link directly to this page. The information will include a list of schools and addresses, hours of operation, days of operation including school holidays, Site Coordinator email and contact information. The Program Director will work with Site Coordinators to update and maintain the content of the webpage monthly with pertinent program information to inform the community. The website will be updated within one month of receipt of the award notification and will include a copy of the 21st CCLC application. In addition, connect-ed automated phone messages to the families at each school site will be made informing them of the approval of the grant as well as instructions on how to register their child in the program including beginning date and times.

3.5a Partnership and Collaboration

To date, the district has secured three partners and letters of commitment and are included on the Partners Table attached. The School District of Manatee County's Extended Day Enrichment Program

(EDEP) is a fee based before/after school program with approximately 3,500 students attending 28 elementary schools. EDEP is committed to sharing its Bookkeeper at no cost to the grant, purchasing materials for participants, and securing resources. EDEP will purchase books, pencils and various consumable supplies and items for family member events. The Manatee Education Foundation (MEF) has agreed to partner with the 21st CCLC Stars Grant. Manatee Education Foundation is a not- for-profit organization which provides indirect support to the Manatee County School District through a variety of programs that benefit students and teachers. The Foundation acts as a liaison between the private sector and the public school system providing avenues for business, industry and community involvement in public education. The MEF committed to donating $100 for each year of the grant as well as providing a partnership to help support the success of the grant. The University of Florida/IFAS Extension Family Nutrition Program (FNP) AS Extension is a Florida implementing agency of the USDA's Supplemental Nutrition Assistance Program - Education (SNAP-Ed). Currently operating in 40 counties throughout Florida, including Manatee County, FNP empowers individuals with limited resources to eat healthy on a budget and be physically active to reduce the risk of obesity and chronic disease. FNP offers free nutrition education in schools, childcare centers, and communities. They also work to improve access to healthy foods and change the environment in which adults and

children make choices about food and fitness. FNP has offered to collaborate with the 21st CCLC Stars Grant and teach nutrition education classes to students and parents.

We will continue to seek additional partners who can provide monetary donations, goods and services, additional resources and volunteers. We will work with the School District of Manatee County WellYOU program. WellYOU provides a wellness program aimed to connect the most appropriate resources to instill a better understanding of and means to address key determinants of health and well-being. We will utilize their resources to help provide us with key resources for students and family engagements. Sample topics are: healthy eating, physical activity, stress management and mental well-being, disease management, personal safety and social connections. In addition, the School District of Manatee County Food and Nutrition Services (FNS) provides quality nutritious meals so students can learn and succeed. As a student centered program, FNS strives to cultivate a healthier future in an ever changing global society. FNS serves over five million student lunches and breakfasts each year and provides service to over 80% of the student population. In addition, the district's FNS began participating this school year in a new program called Community Eligibility Program or CEP. CEP provides free breakfast and lunch at participating schools no matter the families free/reduced status. Ballard Elementary and Samoset Elementary both participate in this program along with 22 other sites in Manatee County. Both sites also participate with the Fresh Fruit and Vegetable Program. Students receive a fresh fruit and vegetable snack where nutritional education is provided with the snack. Students learn interesting facts about the the fruit and vegetable they are eating like how and where they are grown and their health benefits. The afterschool snack component of the National School Lunch Program is a federally assisted snack service that fills the afternoon hunger gap for school age children. The School District of Manatee County's FNS will continue to secure an agreement to provide a daily nutritious snack during the after-school component.

3.5b Collaboration

The STARS Grant complies with the requirements of Every Student Succeeds (ESS) Act, as well as the State's Standards, and will be carried out in collaboration with the identified school sites. During the application process, consultation included: presentation to and survey of teachers, staff, and administration at each school to identify needs and wants. The grant design included: collaboration with district Curriculum Specialists to confirm that the enrichment pieces are well designed, input from parents/families, and partnering with key educators to ensure that the intended programming will correspond to the day-to-day curriculum. Since the proposed program will be housed at the actual school sites, 21st CCLC staff positions will be filled by current school site staff; school-based teachers will know what was taught during the school day and the homework assigned, providing better assistance to students. The

Program Director will collaborate with each school's staff and the district's Exceptional Student Education Department on Individual Education Plans and other specialized needs.

Continued Collaboration: Program staff will continue to work in partnership with the regular school day staff through emails as well as meetings at the school site to include: regular school day teachers, 21st CCLC Site Coordinator(s), and program staff. 21st CCLC staff is required to communicate with the classroom teacher monthly via communications log/progress report. This type of collaboration has proven to be effective in ensuring the students learning plan goals are being met. Improvement with regard to the program's objectives will be monitored with collaboration between the Program Site Coordinators, Teachers, Program Director, and Collaborative Liaison occurring monthly or as needed. Information will be accessed via the FOCUS student information system.

3.6 Target Population, Recruitment and Retention

The School District of Manatee County serves 50,000 students with 100% receiving free/or reduced lunch at Ballard Elementary and Samoset Elementary. More than half of the student body is of a minority race (52.6%) with 33.1% of Hispanic/Latino origin and 13.7% Black. The community's children and families face a number of heightened risk factors—from poverty to wellness to substance use—which are detrimental to their self-sufficiency and success. 20% of Florida's children are in poverty with 11% of children living in high-poverty areas (Annie Casey Foundation). According to Census data, 36% of the county's total households earn less than $35,000 annually (income and benefits). In Bradenton, where the two proposed 21st Century Community Learning Centers (21st CCLC) sites are located, 48% of the households in the 34205 and 34208 ZIP codes earn less than $35,000 annually (income and benefits). 39% of Florida's children living in single parent families.

The general health of the community's population is another risk. According to the Florida Department of Health, 30.8% of Manatee's elementary, middle and high school students are overweight or obese compared to 28.2% Statewide. In addition, only 22% of school students surveyed were physically active for at least 60 minutes per day for seven consecutive days. Data also shows that 24.9% of the population live within a 1/2 mile of a healthy food source compared to 31.8% Statewide (Florida Health Charts).

Academic and enrichment programming, occurring during non-school hours, can work to mitigate these needs. It has been noted that children without affordable out of school time care and supervision are at a higher risk for: academic failure, using drugs and alcohol, becoming crime victims, perpetrating juvenile crimes, and becoming teen parents (USDOE: Safe and Smart After-School Programs). According to the Annie Casey Foundation, 59% of fourth graders are not proficient in reading. Each school site will

give priority of enrollment to students identified with educational difficulties, special needs or heightened risk factors such as low-test scores, possibility of/or past retention, poor school attendance, etc. These students are representative of the community-wide students facing the most significant barriers to academic achievement.

In an effort to combat absenteeism—a predictor of a student's academic success—each school will leverage the resource of its Graduation Enhancement Technician (GET). This support technician has been put in place to identify students at risk and then provide mentorship, implement individual intervention strategies, collaborate with social workers and teachers, and conduct home visits. All 21st CCLC participants will partake in a menu of standards-based academic services and personal enrichment opportunities. Comprehensive, regularly scheduled services will be provided to adult family members five times throughout the year that tie to student achievement to include: reading/literacy strategies, STEM activities for home, and an agency fair to inform families of the wide-range of services available in the community.

This community supports the school district's STARS Grant as a way to close the gap in services for the county's most at-risk children. Impoverished and at-risk students will have free access to programming, occurring outside of the school day, which includes a comprehensive schedule of educational activities designed to foster academic success as well as provide opportunities for exploration and growth for the child and the whole family. The programs have been thoughtfully designed to meet the needs of these students and their adult family members. The program is site-specific, age-appropriate, and designed for each school's unique environment. Ballard Elementary and Samoset Elementary: 85 Students at each site in grades Kindergarten – 5th will attend after school from 3:15PM-6PM, Monday – Friday. With both schools being Title I schools, 100% of the students receive free/reduced lunch, and the majority of the students are of a minority race.

Recruitment and Retention: The following strategies will be used to reach and enroll the targeted students: Information will be presented at the Back to School Event/Open House that occurs before school starts as well as at the Back to School Night that happens once school is in session. Flyers and registration packets in English/Spanish will be sent home in backpacks. Each school will have a bulletin board displaying the activities planned, posters hung throughout the campus, and information on the marquee. Teachers, counselors, and Graduation Enhancement Technicians will work with 21st CCLC staff to ensure that students at high risk of retention are specifically invited to attend. To recruit parents and families, there will be direct contact (program representative at school events), automated phone calls (in English/Spanish), a newsletter disseminated, information posted on the easily searchable website, and planned family events that are relevant and interesting (based on survey responses).

Retention: To encourage students to remain in attendance from the beginning to the end of the program day, the schedule will be structured so that engaging, high energy activities are held the entire time. Also, adhering to school district protocol, elementary school students are not allowed to sign themselves out of a program. To encourage regular attendance, a number of attention-grabbing and fun enrichment activities and projects are planned to include: hands-on STEM (science, technology, engineering, mathematics) challenges, gardening, service-learning projects, arts and music, and physical education. Staff will be selected based on their credentials and certifications as well as on their enthusiasm in delivering an enriching program. Staff will communicate with parents on the importance of staying for the entire program day and regular attendance. A 21st CCLC Grant Attendance Policy will be put into practice, and enforced, so that limited space is not misused.

3.7 Time and Frequency of Service Provision for Student and Families

Ballard Elementary and Samoset Elementary will provide afterschool services to 85 students at each site in Kindergarten through 5th grade, Monday-Friday, for 180 days. Hours of operation will be 3:15PM –6:00PM. Each site offers daily homework help and academic enrichment, personal enrichment, socioemotional learning, STEM, arts, and physical education. Site Profiles Worksheets have been completed for each site and included as attachments. Sample Schedules have been provided as attachments to the grant application. These sample schedules match the times and frequencies of activities described herein.

Adult Family Member Education Activities: Several strategies will be employed to keep family members engaged. Input: family members will be surveyed at the beginning of the year to determine needs with adjustments made to the program to be responsive to the families. Giveaways: door prizes and other drawings—to include books, games, gift cards and other donated items—will be awarded after the completion of five activities/trainings designed for adult family members. Childcare: will be provided by experienced staff.

Ongoing Communication: every effort will be made to communicate the importance of each activity. Flyers will highlight door prizes and drawings as well as materials that will be made and/or given to participants to take home including make and take games, books, and resource bags. The schedule of events will be posted at the site, on the program website, and sent home with students. All communication with family members will be made in English and Spanish and other languages as necessary.

Each program plans to increase parent involvement through family events and workshops. Five (5) events per site will be designed to help family members improve their involvement in their child's education. A Welcome/Orientation Meeting will occur in addition to the five (5) events. Workshop dates and information will be disseminated

via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website, and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish. Participation will be monitored through sign-in sheets, attendance rosters, and/or evaluation surveys. Workshop quality, content, and parent satisfaction will be measured via evaluation surveys three times per year. As more 21st CCLC families become involved, the expectation is that there will be an improvement in student academic performance. Events will last approximately one hour and will provide parents with information designed to help them assist their children with educational activities at home including reading strategies, math skills, and simple STEM activities. In addition, with the priority placed by the FLDOE on such trainings, all sites will provide an adult event focused on counseling and mental health resources provided by district and school staff, as well as the district's "Well You" representatives. Childcare will be provided. Classes are subject to change based on the needs of each site, their students, and families; however, the overall theme will remain focused on family involvement in their child's education. 21st CCLC staff will receive professional development as necessary to ensure the implementation of family member services offered at each site. Parent activities are supported by the program budget (DOE101s).

3.8 Program Evaluation

In accordance with ESEA Sec. 4205(b), the Manatee County 21st CCLC program will meet the Measures of Effectiveness by (1) basing all activities on evidence-based research or best-practices for afterschool programs to impact student achievement; (2) ensuring all activities are aligned to need-based objectives; and (3) ensuring all objectives are measured with performance indicators to assess student success and achievement. To achieve compliance with these federal expectations, the Manatee County 21st CCLC program engaged an independent evaluator to help establish an evaluation plan that fully supports the needs of students and parents, faculty and staff, the Florida Department of Education (FLDOE), and the United States Department of Education (USED).

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EVALUATION PLAN AND ACTIVITIES FOR EVALUATION: Based on the research-based concept of M.Q. Patton, the evaluation plan is firmly rooted in the Developmental Evaluation model. This model is most appropriate for 21st CCLC programs, as it does not see the program as a static system (unlike traditional evaluation models). Rather, developmental evaluation brings rigor, method, and understanding to highly complex and evolving systems (which includes the vast majority of education programs). In essence, this developmental model evaluates programs in "real time", embracing the plethora of complex interactions between the various stakeholders and environmental factors (e.g., students, parents, teachers, administrators, school district, community partners, the state, the feds, etc.). The evaluation plan is further enhanced with the use of Utilization-Focused Evaluation (developed to support developmental evaluation), which frames evaluation to focus on actionable results (rather than static numbers). Overall, these approaches form a system-oriented approach for 21st CCLC evaluation,

with an emphasis on knowledge integration and the communication of evaluation results internally and externally.

Based on this developmental and utilization-focused evaluation approach, the 21st CCLC Evaluation Plan is firmly grounded in a commitment to continuous improvement of operations, services, and outcomes. The cornerstone is a logical process of planning, data collection, analysis, reporting, and refining. As such, evaluation will include three connected elements to help ensure the program being implemented is effective, efficient, and sustainable: continuous improvement, formative evaluation, and summative evaluation. Ongoing evaluation will be conducted using the Continuous Improvement Model (CIM), a quality-based approach used within educational settings and particularly effective for reducing achievement gaps between student subgroups. The model focuses upon individualized assessment using both formal (e.g., surveys) and informal (e.g., meetings) techniques to guide incremental changes within ongoing services, adopt new ways to improve and measure outcomes, discontinue or adapt activities that have no value, and increase emphasis on program objectives and outcomes. With the support of the external evaluator, the 21st CCLC program will be supported in collecting and analyzing available data at least quarterly by comparing the obtained data using within-subject methods to determine individual changes among participating students.

The immediate and individualized feedback provided through CIM is particularly important for implementation of this 21st CCLC model to help guide/ensure the highest impact for each student.

Evaluation will also be conducted through formative and summative evaluations, both of which incorporate elements from CIM and provide formal reports on processes/outcomes. The program will also be supported in utilizing CIM to help guide any immediate operational changes necessary to provide a high-quality program, including such areas as staffing changes, project-based learning plan adjustments, or increased resources to specific projects or subject areas. The evaluation process will provide a structure for (1) generating information needed for ongoing program refinement, (2) assessing progress in meeting outcomes, (3) documenting/analyzing how the model works in practice, (4) documenting/analyzing change in student's actions, attitudes, knowledge, performance.

TIMELINE FOR EVALUATION ACTIVITIES: It is critical that 21st CCLC programs maintain an understanding of the general timeline for evaluation deliverables due to the Florida Department of Education and the United States Department of Education. The timeline is essentially established by the FLDOE. However, the general timeline follows, and is provided to help demonstrate School District of Manatee County knowledge and commitment to the 21st CCLC evaluation process.

* August: Establish Pre-Post Assessments for Fall
* August: Create Master Database for All Required Student Data
* August: Identify Potential Hurdles to Data Collection
* August: Ensure pre-tests are provided for all students attending
* September: Pull Baseline from Master Student Database (Submitted to EZReports)
* October: First Evaluation Site Visit / Interim Report
* December: Ensure mid-tests are provided for all students attending
* January: Ensure mid-tests are completed for all students attending
* January: Pull mid-year data from Master Student Database (Submitted to EZReports)
* January: Develop Mid-Year Report and Submit through EZReports
* February: Second Program Visit and Interim Report
* February: Submit Formative Summary Report (through EZReports)
* March: Submit Modifications from to Formative Summary (through EZReports)

* April: Develop Summer Pre-Post Assessments
* April: Develop new Master Student Database (Summer starts new data year)
* April: Collect Student, Teacher, and Parent Surveys (Online or Paper-Pencil)
* May: Ensure post-tests are provided for all students attending
* June: Ensure summer pre-tests are provided for all students
* June: Pull End-Of-Year Data from Master Student Database (Submitted to EZReports)
* June: Develop End-of-Year Data Report and Submit to FDOE (through EZReports)
* July: Ensure summer post-tests are provided for all students
* July: Review Master Database (Summer) before Academic Year
* July: Develop and Submit Summative Evaluation Report (through EZReports Upload)
* July: Aggregate Data for Entry into Federal Data System (21APR)
* July: Submit Federal Data (21APR)

The following provides a timeline for the types of data to be collected to assess project objectives and performance. Each type of data is followed by the estimated frequency the data will be collected. Details about measures specific to objectives are provided in the objectives table (attached to the application). Data collection will include: (1) student attendance (daily); (2) average daily attendance and student enrollment (Monthly); (3) State Standardized Assessments in Reading, Math, and Science (Annual – Prior & Current Years FSA for grades 3-5, SSA Science 5th grade only); (4) student course grades in Reading, Math, and Science (Quarterly); (5) school records on student absences from regular school day (Bi-Annual – Mid-Year and End-of-Year); (6) Pre-mid-post curriculum-based knowledge assessment in Social Emotional Learning (tri-annually); (7) Pre-Mid-Post assessment in personal enrichment activities (tri-annually); (8) Staff surveys of professional development to effectively provide 21st CCLC activities

(Annually); (9) Teacher and Staff Surveys on student impact and change (Annually); (10) Attendance logs from parent events (Monthly; By Event); (11) Adult Literacy Performance Surveys (ALPS) from all literacy-based parent events (Monthly; By Event); and (12) FLDOE Student and Parent Satisfaction and Impact Surveys (Annual).

Pre-Mid-Post Data Collection: One of the more important elements of the evaluation plan is ensuring program-specific data are collected within timelines that allow for timely reporting to the FLDOE. While most performance data are managed by the school district and obtained by the program, some data are collected and managed directly by

the program – primarily pre-mid-post personal enrichment assessment data. In order to ensure timely data collection and consistency across all program staff, the program will utilize three "testing windows" for the pre-mid-post assessments: (1) Pre-Test data will be collected from all students attending the program from the first day of operation through November 30;(2) Mid-Test data will be collected from all students attending the program from December 1 to February 29; and (3) Post-Test data will be collected from all students attending the program from March 1 to May 30. Students with any attendance during these "windows" should receive the respective assessment.

DATA COLLECTION, MAINTENANCE, AND REPORTING: Data will be collected within three general categories: (1) District Data; (2) Program Data; and (3) Stakeholder Data.

(1) District data will include all student demographics, state standardized tests and end-of-course exams (from prior and current years), student report card grades, district diagnostic results on all students, student attendance during the school day, and any other additional data deemed useful for the evaluation process.

(2) Program data will include (A) student attendance (daily) and enrollment status, (B) demographics not available from the district (e.g., single-parent family status), (C) program operational information (e.g., hours, activities, facilities, staffing, and partners), (D) adult family member data (e.g., attendance logs to adult events, adult literacy performance surveys), and (E) student pre-mid-post assessment data for all personal enrichment activities (e.g., social-emotional learning). All objective assessments proposed within this grant measure change in student or family member performance during the entire course of the program year. All objective assessments proposed allow for submitting quantitative baseline data at the beginning of the program year, quantitative change or progress toward meeting the objective by the middle of the

program year, and change in performance by the end of the program year for all students participating in 21st CCLC programs.

(3) Stakeholder data will be collected through required teacher surveys, parent surveys, student surveys through the procedures developed by FLDOE and enhanced with the strong connection to parents and teachers. All survey data will be collected through electronic systems to ensure accuracy of collected data, either those provided by FLDOE or developed by the program. Response rates will be improved through a number of methods: (1) the principals and School District of Manatee County will assist in encouraging survey completion; (2) surveys will be distributed equally to teachers, when possible (to avoid overburdening any one teacher); and (3) teachers will be provided incentives from program partners to encourage participation (e.g., gift card).

DATA MAINTENANCE: Data will be maintained in accordance with rules and regulations of the School District of Manatee County, the Florida Department of Education, the United States Department of Education, and federal law governing education data (e.g., FERPA, HIPAA). All data entered into EZReports will also be fully maintained in

"offline" databases to ensure (1) that a backup of data is maintained should anything happen with EZReports and (2) that staff members can have immediate access to necessary data even if they do not have access to EZReports. As recommended by the FLDOE, EZReports must not be considered a data storage system for the program, as data can be easily deleted or erased. In addition to maintaining databases, all surveys and hard-copy assessments will be maintained in a central location for future needs or to provide backup documentation to the Florida Department of Education.

DATA REPORTING: The Manatee County 21st CCLC program will work with the parent agency to implement the 21st CCLC program while also ensuring all necessary data are collected and reported to both the Florida Department of Education (FLDOE) and the US Department of Education (USED). The evaluation plan includes necessary procedures for

collecting and reporting accurate data to both federal and state entities, including program operational data, staffing and activity data, student enrollment and attendance, student demographics, student achievement data, and stakeholder surveys (e.g., student, parents, and teachers). The data collection and evaluation plans include all data and stakeholder surveys expected by the FLDOE and USED to assess overall performance of the 21st CCLC program under the Government Performance and Results Act (GPRA), including improvement in homework completion, class participation, and behavior (getting along with other students).

US Department of Education (USED): Accurate and complete federal reporting is critical to establishing the success of this 21st CCLC program, the Florida 21st CCLC initiative, and the national 21st CCLC initiative. The School District of Manatee County will report aggregate data directly to the federal 21APR (Annual Performance Report system required by the USED). This reporting is completed entirely online three times per year (summer reporting, Fall reporting, Fall/Spring combined reporting). This process will include the Federal Data Alignment Tool required by the FLDOE and the submission of actual data to the USED 21APR.

Florida Department of Education (FLDOE): As with federal data reporting, it is imperative that state reporting is also accurate, complete, and valid. The Manatee County 21st CCLC program will report state evaluation data and findings primarily through the EZReports system (e.g., mid-year reporting, end-of-year reporting) and will ensure all data necessary for EZReports is entered and accurate throughout the year.

COORDINATION OF EVALUATION ACTIVITIES: The evaluation process will include coordination with program staff, students, family members, and other stakeholders. The Manatee County 21st CCLC program director will coordinate with program staff to allow them to help decide when to give pre-mid-post assessments (within the testing windows presented under the data collection timeline) and how best to administer the assessments for their students. Program staff will also be provided training by the program director on how to administer assessments, how to use the evaluation findings to inform decisions at the classroom and site levels, and how to use ongoing data assessments to drive differentiated instruction within the broader project-based learning plans. Program staff input into these processes is critical and will be elicited during staff trainings throughout the year. Students, parents, and other stakeholders will also be integral to the overall evaluation plan and ongoing continuous improvement model. In fact, students, parents/caregivers, and other stakeholders (e.g., principals,

administrators, partners), will be invited to take part on the 21st CCLC Advisory Board to help inform program content that drives the evaluation of program processes and impacts. These stakeholders will not only help inform the evaluation activities, but will be integral in helping address any evaluation findings and recommendations. All stakeholders are provided opportunities to inform the evaluation process from design, to implementation, to reporting of results, to modifications.

EVALUATING PROGRAM IMPACT: As required under federal law, the Manatee County 21st CCLC program is firmly rooted in providing supports and activities that impact the academic performance of regularly participating students, particularly in English language arts, mathematics, and science. As such, most of the metrics and outcomes are understandably measured with academic data and student academic performance. However, to help further enhance student performance, additional objectives are included for personal enrichment and adult family member activities. Regardless of the objective, as required by the FLDOE, all assessments proposed within this grant measure change in student or family member performance during the entire course of the program year. All objective assessments proposed allow for submitting quantitative baseline data at the beginning of the program year, quantitative change or progress toward meeting the objective by the middle of the program year, and change in performance by the end of the program year for all students participating in 21st CCLC programs.

A Formative Evaluation summary will be completed at mid-year, with additional interim debriefings provided after on-site visits. The formative summary will include a review of accomplishments and challenges, actual versus proposed operations, progress towards approved objectives, and recommendations for improvement. Summative Evaluations will be completed at the end of each year and will have additional information on program outcomes and more detailed information about activities and operations with the greatest success. The purpose of reports is recording and developing a model program that can be presented to potential funders to enhance sustainability and continuation of the program. Summative evaluations will include program operation, activities, attendance, academic performance, teacher impact survey, staff information, and partnerships. Focus will be placed on (1) evidence of program quality (using Florida Afterschool Network Standards); (2) student attendance trends; and (3) progress towards the performance (impact) measures included in the Measurable Objectives Table (submitted with this proposal). Recommendations for program refinement will be based on both quantitative and qualitative data collected to assess progress on objectives. Focus groups with providers, school staff, students and parents may be

conducted to collect additional qualitative and satisfaction data to help inform evaluations.

USE AND DISSEMINATION OF EVALUATION RESULTS: The process for sharing and distributing information is an integral part of the evaluation plan. Distribution of evaluation findings and recommendations will occur at three levels: (1) administrators, (2) staff members, (3) stakeholders. As part of continuous improvement, monthly conferences will be held with the evaluator, program director, principals, and any staff wishing to participate. During these meetings, data trends and operations will be reviewed with a focus on program improvement, refinement, and alignment with Florida's Afterschool Standards. Data will be used by the program director and teachers during weekly meetings to help tailor the program to the needs and progress of individual students. For formative and summative evaluations, the evaluator will provide written reports to the program director, and (under the developmental evaluation model) will help guide the program in understanding and refining any identified concerns within the complex and evolving system of the 21st CCLC program. Following site visits, a debriefing will be provided to 21st CCLC staff to: (1) engage staff in addressing challenges; (2) promote "buy-in" into evaluation as a

"living" process; and (3) promote discussion, cross-training, and support. All 21st CCLC staff will be debriefed and engaged in addressing challenges identified through evaluation activities. Finally, evaluations and findings will be shared electronically, such that the program can share reports with all stakeholders (e.g., school administrators, parents, and partners) to share information about the program and encourage feedback about ways to improve.

SHARING RESULTS WITH COMMUNITY: The Manatee County 21st CCLC program believes all stakeholders are part of the extended learning community. In order to help ensure the community receives and understands evaluation results, the formative summary and summative evaluations will be uploaded to the 21st CCLC website. In addition, should any member of the community wish to review the summative evaluation in person, a hard copy will be provided to all targeted schools (with permission of the principal). One of the most important methods of informing parents and more involved stakeholders within the community is through Advisory Board meetings and Adult Literacy Events. Following evaluation reports, the findings and recommendations will be presented to the Advisory Board for comment and feedback. In addition, the findings and recommendations will be presented during one of the adult literacy events immediately following the receipt of the evaluation reports.

MEASURABLE OBJECTIVES AND ASSESSMENTS: As required, the Manatee County 21st CCLC program has provided the required number of objectives on the Measurable Objectives and Assessments structured form – including both statewide standard

objectives and applicant-specified objectives. For each objective, as included on the Measurable Objectives and Assessments structured form, the Manatee County 21st CCLC program has detailed (in the space allowed) a rationale for the proposed benchmark, an assessment plan for when and how data will be assessed, and data collection methods to ensure accurate collection and reporting. All measurable objectives and assessments are attached on the required structured form.

3.9 Approved Program Activities

With 21st CCLC support, impoverished and high-risk students will have access to free services, held during the hours when school is not in session, which are designed to promote academic and personal success.

Homework Help: Will be delivered to all program participants, grades Kindergarten - 5th, for approximately 30 minutes daily. Certified staff will work with small groups and one-on-one to assist students with homework. Students will be grouped by grade level to aid the process. Peer-to-peer interaction will also support homework completion and allow students time to review, revise, and reflect on assignments. Staff will coordinate homework activities with regular school day teachers: The Site Coordinator will work with grade level Team Leaders to monitor homework assignments each week. This information will be shared with the afterschool staff, so they are aware of the assignment's students are expected to complete each day. This communication between the regular day teachers and afterschool staff is vital. How it improves student academic achievement: Ensuring students complete their homework and have access to additional instruction through certified teachers on a regular basis will support student academic improvement and achievement.

Academic Enrichment/Remedial Education Activities: Delivered to participants, grades Kindergarten - 5th for approximately 45 minutes daily.

•Reading, Language Arts/Literacy: Tailored to meet the needs of the students, this support will focus on the areas of reading that are typically the most challenging for this population, including: phonics, vocabulary, comprehension, and fluency. Materials to support these areas will be purchased. Certified Teachers will provide instruction and activities that include a wide range of teaching modalities to meet the learning styles of all students.

•Math: Certified Teachers will plan standards-based lessons targeting key concepts and skills that are typically the most troublesome, e.g. problem solving, fractions, and reasoning skills. Lessons will incorporate different learning styles to reach all students, and materials will support hands-on learning.

•Science/STEM: Students will engage in experiential education through a hands-on approach to problem solving using science, technology, engineering, and math. Because

this is a new educational experience for this school, professional development is included in the program design. Purchased materials include lesson plans geared for each grade level allowing students of all abilities to participate. In addition, we will implement the new program DimensionU. Through DimensionU students participate in a highly effective and engaging, interactive educational video game program for mathematics and literacy. DimensionU provides supplemental curriculum that aligns to state standards. In addition, it provides a complete tracking of student academic performance and product use statistics. The program will connect students not only at the local sites but also extends across to other enrichment-centered organizations. These networks can effectively help connect groups of students around a local community, region and even the country, in a safe, digitally rich and engaging environment that intrinsically encourages responsible decision making. STEM activities will be offered for approximately 45 minutes for at least 2 days a week.

•Third Grade Promotion: There are serious implications to a student's likelihood of graduating from high school when reading competency is not achieved by third grade.

Retention is not the first strategy or option for support. Students will be identified who are struggling to read as early as kindergarten, with frequent literacy screenings and parent notification/updates on progress. Students are given individual reading plans, home reading strategies and intervention support services through 21st CCLC, and reading progress is monitored and shared with parents at frequent intervals throughout the year.

•Social Emotional Learning-Responsible Decision Making: While students will demonstrate problem solving skills throughout all activities, specific to the SEL objective will be the implementation of Purpose Prep. Purpose Prep creates the framework for meaningful and needed conversations that open students up to discussing very important life issues and skills. The program helps to improve positive social interactions, improve SEL practices and abilities, reduces emotional distress and problem behaviors. In addition, Purpose Prep provides evaluations as well as professional development for staff. The Purpose Prep program empowers students to reach their full potential by facilitating an engaging learning experience that develops the whole child.

Personal Enrichment: Two personal enrichment's - Cultural Awareness and Health and Nutrition - will be delivered to participants, grades Kindergarten - 5th, for at least 30 minutes a day with some activities lasting approximately one hour.

•Cultural Awareness through the Arts and Music: The cultural awareness project will be ongoing throughout the year with each student having the opportunity to participate in lessons and activities that explore a variety of cultures through use of literature, music, and visual arts. Activities include a cultural study of various traditions, holidays, food,

and art and music. Students will be able to authentically demonstrate learning through musical performances, art projects, and/or presentations.

•Health and Nutrition: Activities include personal health and wellness. SPARK, a research-based physical education curriculum, provides students with inclusive, active movement opportunities that foster social and motor development. The program includes: cooperative, cultural and aerobic games, dances from the world, and skill/sport activities. In addition, the 21st CCLC Garden Project integrates reading, math, science and supports healthy eating and wellness. Students will learn about food production, proper eating habits, and nutrition as well as observe the growing cycle of various plants. As a culminating activity, students will prepare their harvest and present reflections. This project will last for approximately one quarter, and students in grades Kindergarten - 5th will participate on a daily basis for at least 30 minutes.

Improving student academic achievement: Activities will target areas in which students are underperforming to build competencies that will carry over to the regular school day. The activities complement the day-to-day learning, which follows the Florida Standards that guide classroom instruction. Staff will consult with FLDOE's listed standards and the school district's Curriculum Specialists to ensure that standards are incorporated and reinforced afterschool.

Supporting the regular school day: By referencing the district's curriculum pacing guides, and regularly communicating with the school day teachers, activities will better align with the daily instruction. Reading and math lessons during afterschool will complement the school day to support and reinforce concepts. Activities will be planned on a monthly basis and revised to stay in line with what students are learning and/or with areas needing additional support. Addressing different learning styles: The program will make learning fun as various teaching methods are employed to reach students of all learning styles. Direct instruction through both small groups and whole class will occur along with cooperative learning strategies, the use of educational games, technology, and hands-on materials. Students will have the opportunity to learn in different areas of the school including outdoors and through a less structured classroom setting.

Day in the Afterschool Program: begins at 3:15 p.m. with dismissal from the regular school day and supervised transition to the cafeteria. Attendance is taken, and a healthy, nutritious snack is provided. Note: snacks are managed through the cafeteria and provided by the National School Lunch Program. Students interact quietly or start homework. At 3:30 p.m. Certified Teachers pick their respective groups up from the cafeteria and head to classrooms for approximately 30 minutes of homework help. Students are grouped by grade level and stay within the ratio of 1:10. At 4:00 p.m. the groups begin academic enrichment, lasting about 45 minutes, which includes reading and math activities, project-based learning, and STEM. At 4:45 p.m. students move to

personal enrichment that also includes project-based learning time integrated with art and music, and activities related to health and wellness. Groups remain within the ratio of 1:20 and are led by enrichment teachers. Dismissal occurs at 6:00 p.m. and students may leave once signed out of the program by a parent or authorized adult. There will be a 21st CCLC Program bulletin board located near check-out to inform parents of the schedule, policies, and upcoming events.

3.10a Staffing & Professional Development

The program will be housed under the already existing Extended Day Enrichment Program that provides programming during non-school hours. An experienced Program Director will manage the implementation of the program and budget. The Program Director will report directly to the Deputy Superintendent of Instructional Services. Included on the program team is an experienced Junior Accountant/Bookkeeper reporting directly to the Program Director. All financial transactions will be approved by the Project Director, Deputy Superintendent, and the Finance Department. The bookkeeping services are an in-kind contribution, and a testament to the significant support the 21st CCLC Program will receive. A Collaboration Liaison will be responsible for coordinating with both sites as well as private schools as needed. These positions will be housed at the district's Professional Support Center.

The Program Director will hire a Site Coordinator at each site who is critical to properly implementing the 21st CCLC Program effectively, efficiently, and with fidelity. This process begins with the communication between the Program Director and the school site's Principal and their input.

Additional staff include Certified Teachers to facilitate all academic enrichment. Paraprofessionals will also be employed to support the required ratios and may lead personal enrichment activities. Once we have reviewed their qualifications, hiring of teachers/staff is determined by the Program Director with input from the Administration and Site Coordinator at each site. Job descriptions will be provided for Site Coordinators and Staff clearly outlining their responsibilities and a signature of acknowledgement is required. As a district based program, we have the lines of communication established for working with the teachers, administrators of the schools, as well as the administration at the district level which ensures the quality of our success. We have access to the school district's Human Resource Department system which conducts criminal background checks on all employees working directly with children. All district staff undergo a Level II background screening, and at least two staff members per center will have CPR certification.

The school district will recruit Certified Teachers from the current pool of teachers and paraprofessionals, who are highly qualified, trained, and experienced in working with students. These staff members participate in a number of professional developments

related to academic achievement through the district's Office of Professional Learning. Teachers hold teaching certificates in the State of Florida in Elementary Education, Middle Grades, or Secondary Education and are certified to teach reading, math, and science. The Paraprofessionals are highly qualified with at least 60 credit hours of college or hold an Associate's Degree. Many have additional certifications, degrees, special skills, and talents, thus adding to the positive development of students being served. Ongoing training will be provided by the Program Director should new staff be needed throughout the program. All staff will receive a Staff Handbook outlining guidelines and procedures.

3.10b Professional Development

Professional development plays an essential role in successful education improvement. On-going professional development for the staff will be provided throughout and will utilize advance methods to improve teacher/staff effectiveness which will result in student achievement. Addition development consists of increasing effectiveness with the program, increasing capacity to work with special populations, enhancing delivery of educational instruction and developing SEL by managing, harnessing emotions and control in the classroom day by day.

Staff includes a Site Coordinator at each school, a Program Director and Collaborator Liaison that monitors and observes staff offering feedback on the quality and effectiveness of instruction. The Site Coordinators and Teachers/Staff possess the knowledge and skills sufficient to assist participating children in meeting the State's performance standards.

All program staff will participate in quarterly professional development sessions specific to the 21st CCLC Program. The Program Director will conduct the initial orientation training in areas of: 21st CCLC Grant Requirements, Safety, Coordination with School Day, Partnership Development, Recruitment and Retention, Enrichment Resource Development, Data Collection and Documentation. Upon completion of this training, the site coordinators will be expected to train and support their colleagues in these areas. Training on goals, objectives, activities, procedures, and other policies will be ongoing, as needed. Additional training may also include CPR/First Aid, EZReports, Purpose Prep (SEL program), DimensionU program and STEM curricula in order to deliver an effective and successful program with fidelity. Facilitating guests speakers for training will be conducted by the Program Director.

Each staff member will have a professional development plan which will include the following topics: Emotional Support, Classroom Organization, Instructional supports; Working with Special Needs, Time Management and Dealing with the Difficult Parent. Additional professional development options are available for staff through SDMC, which is provided for no-cost.

The Program Director and Site Coordinator will monitor the professional development plan, meeting the training goals and implementation of best practices learned in the training. In addition, the Program Director will participate in the required statewide training along with one other staff person.

3.11 Facilities

Safe and easily accessible, the 21st CCLC STARS Grant is housed at two public elementary schools. Programs will have access to the following: cafeteria, multi-purpose room, media center, classrooms, art room, music room, and indoor/outdoor recreation areas including playground and field. Each of the two public schools are secured with cameras as well as facility gates surrounding the sites. In addition, each of the sites comply with the Americans with Disabilities Act and are equipped with handicap-accessible features. DCF licensure is not applicable as the program serves students Kindergarten-5th grade in public school facilities.

3.12 Safety and Student Transportation

Each site will maintain safety of students at all times through structured activities supervised by well-trained and caring School District of Manatee County staff. The program will meet hiring requirements set forth in the Florida Statutes, and practiced by the school district, by hiring qualified SDMC staff with appropriate certifications, completed background checks, and fingerprints; records are kept up-to-date as required by district policy. At least two staff members shall be present during program hours who are trained in CPR/First Aid.

Students will be monitored at all times, upon arrival to the program, between transitions and classes, and during dismissal. Staff members will take attendance and share the results with the attendance monitor before students can move to an after-school classroom. Attendance is taken through each transition. Each site will follow district-established policies and procedures for student safety in emergency situations. Safety drills will be practiced during program hours. Staff will document any illness or injury and provide a detailed report to the Site Coordinator who will contact parents. Each school facility has a secured entrance, and requires visitors to sign-in and have driver's license or state issued picture ID. Each facility also has security fencing, and cameras placed around the campus. All students must be signed-out by a parent /guardian or authorized adult who is listed on the registration form. Picture identification will be required.

Student Transportation to the after-school program is not necessary as the targeted schools are the 21st CCLC Program sites. Transportation home from the after-school program is the responsibility of the parents at each site. The district has a late pick-up policy. As part of registration, the parent/guardian is notified of the policy. If an

authorized adult has not shown by 6:30 p.m., and all emergency contacts have been exhausted, law enforcement will be contacted for help.

3.13 Sustainability

Since 21st CCLC funding is for a limited period, we will utilize resources available to help leverage additional funds in order to sustain the STARS afterschool program. Collaboration throughout the grant with community agencies will be continued along with seeking new partnerships.

An Advisory Board will be created by the Program Director and meet bi-annually regarding program development, implementation, monitoring, evaluation and decision making. Ongoing communication protocols between the partners are also in place including in-person and virtual meetings. Members will include site specific school administrators, parents, student advisor, teachers, and other diverse members of the community. The 21st CCLC Advisory Board is able to make recommendations on how the program will be implemented. Documentation (minutes and signatures of attendees) of these meetings will be kept for verification.

We will utilize the Advisory Board to help lead the partners to create a sustainability plan in the beginning of the grant. Using the sustainability workbook, published from the Afterschool Alliance, The Road to Sustainability, the partnership will build a more diverse sustainability plan. Through the work of the district's STARS Grant Advisory Board, the school district's Grant Resources Specialist, and partnerships additional funding sources such as state and federal grants will be sought to offset program costs. Sustainability is also tied into the program's summative and formative evaluation.

We will continue to work with current partnerships such as the Extended Day Enrichment Program, Manatee Education Foundation and the UF/FAS Extension Family Nutrition Programs. In addition, additional partnerships will be pursued to support the program in years 3-5; the level of services will not be impacted. To build sustainability, the program's impact and positive outcomes will be disseminated on a regular basis to build community awareness and support.

Cohort 19 (2020-21) RFP Scope of Work/Narrative Addendum

Agency Name: School District of Manatee County Project Number: 410-2441B-1CCC4

Program Name: STARS

Use this form to add any parameters and information needed to satisfy the requirements included in the RFP. Add all items as bullet points including the section name and number.

This change includes: ☐ Additions ☐ ~~Deletions~~ ☐ Both

The following items are incorporated as part of the Scope of Work:

3.1 Project Abstract

- Adjust the number of days of operation.

  The School District of Manatee County's STARS (Students That Are Reaching Success) Grant provides services to two school sites serving high-risk populations of students. Ballard Elementary and Samoset Elementary will serve 85 students after-school at each site in Kindergarten through 5th grade, Monday-Friday, for 172 regular days/ 3 early release days. Hours of operation are 3:15PM-6:00PM regular days and 1:30PM-6:00PM on early release days. Each site offers daily homework help, academic enrichment, personal enrichment, socio-emotional learning, STEM, arts, and physical education. Activities address the goal of increased academic achievement. Educational workshops on high-interest topics are regularly scheduled for adult family members. In addition, the program provides a system of support, academic enrichment, life skills, and training designed for self-sufficiency and success. The School District of Manatee County (SDMC) STARS Grant offers a collaborative relationship with the school staff and administration to provide supervision during the times when a student may otherwise be alone in harm's way.

3.2 Applicant's Experience and Capacity

- Describe what pertinent experience the agency has in using evaluation data to improve program plans in an effort to improve program quality.

  The School District of Manatee County has a broad range of experience in providing services in line with the 21st CCLC program goals, objectives, and approved activities from standards-based education to nationally-awarded STEM programming to research-based curricula within traditional school sites as well as alternative sites. The district is responsible for administering effective programs, delivering comprehensive education, and providing complementary services to nearly 50,000 school-aged youth in public and charter schools. A significant part of this work includes the oversight and proper stewardship of numerous federal, state, and private grant initiatives. The Adult, Career, and Technical Education Department, where the 21st CCLC Program will be housed, has raised over $6,850,134.00 in funds and oversees many local, state, and federal grants including annual funds from the Carl D. Perkins Vocational and Technical Education Act of 1998. The school district has extensive experience in using evaluation data to improve programming and overall program quality by collecting, maintaining, analyzing, and reporting accurate data. Processes include: ongoing professional development for staff, FOCUS student information system that tracks all student data, and oversight from the school district's Research and Assessment Department. Data is reviewed on a regular basis and formative and summative evaluations are used to inform program changes and modifications throughout the project year.

3.3 Needs Assessment

- Please ensure all data added to the benchmark justifications for academics on the Objectives Table are consistent with the data presented in the Needs Assessment section of the narrative.

The needs assessment also included a review of the state assessment data from 2019; including English/Language Arts, Math, Science and Third Grade Promotion. For Ballard Elementary, the 2019 FSA results reported the number of students scoring a 3 or above on the following: ELA -35%, Math -52%, Science -29% and Third Grade ELA (2+) -66%. For

Samoset Elementary, the 2019 FSA results reported the number of students scoring a 3 or above on the following: ELA - 34%, Math -53%, Science -23% and Third Grade ELA (scoring 2+) -60%.

3.7 Time and Frequency of Service Provision for Student and Families

- Adjust the number of days of operation.

  Ballard Elementary and Samoset Elementary will provide afterschool services to 85 students at each site in Kindergarten through 5th grade, Monday-Friday, for 172 days. Hours of operation will be 3:15PM – 6:00PM. Each site offers daily homework help and academic enrichment, personal enrichment, socioemotional learning, STEM, arts, and physical education. Site Profiles Worksheets have been completed for each site and included as attachments. Sample Schedules have been provided as attachments to the grant application. These sample schedules match the times and frequencies of activities described herein.

- Include information about holding an Adult family member education activity on mental health resources.

  Each program plans to increase parent involvement through family events and workshops. Five (5) events per site will be designed to help family members improve their involvement in their child's education. One of the five events will focus on mental health resources for parents and families of actively participating students. This will be accomplished by offering an agency fair with various vendors from the community that offer services and resources related to mental health and awareness. A Welcome/Orientation Meeting will occur in addition to the five (5) events. Workshop dates and information will be disseminated via 21st CCLC students, flyers, automated calls (in English/Spanish), the program website, and the school marquee. To recruit and retain more parents, workshops will be offered in the evenings with materials available in both English and Spanish. Participation will be monitored through sign-in sheets, attendance rosters, and/or evaluation surveys. Workshop quality, content, and parent satisfaction will be measured via evaluation surveys three times per year. As more 21st CCLC families become involved, the expectation is that there will be an improvement in student academic performance. Events will last approximately one hour and will provide parents with information designed to help them assist their children with educational activities at home including reading strategies, math skills, and simple STEM activities. In addition, with the priority placed by the FLDOE on such trainings, all sites will provide an adult event focused on counseling and mental health resources provided by district and school staff, as well as the district's "Well You" representatives. Childcare will be provided. Classes are subject to change based on the needs of each site, their students, and families; however, the overall theme will remain focused on family involvement in their child's education. 21st CCLC staff will receive professional development as necessary to ensure the implementation of family member services offered at each site. Parent activities are supported by the program budget (DOE101s).

3.12 Safety and Student Transportation

- Include information as to where the facility is located in relation to the students' schools and homes.

  Each 21st Century Facility will be located on the campus of the targeted school. Therefore, the students will not have to leave their regular day school location to attend the program and transportation to the program is not required. The facilities are located in the school buildings of the student's assigned attendance zone and within an appropriate distance to their homes. Students will be monitored at all times, upon arrival to the program, between transitions and classes, and during dismissal. Staff members will take attendance and share the results with the attendance monitor before students can move to an after-school classroom. Attendance is taken through each transition. Each site will follow district-established policies and procedures for student safety in emergency situations. Safety drills will be practiced during program hours. Staff will document any illness or injury and provide a detailed report to the Site Coordinator who will contact parents. Each school facility has a secured entrance, and requires visitors to sign-in and have driver's license or state issued picture ID. Each facility also has security fencing, and cameras placed around the campus. All students must be picked up by a parent

/guardian or authorized adult who is listed on the registration form. Picture identification will be required.

Appendix A
Continuing Improvement 2021-22

Agency Name: Manatee CSD Project Number: 410-2442B-2CCC4

Program Name: Ballard/Samoset

Reason(s) for the change:
New GPRA measures
Removed external evaluation requirement

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

In the 2021-22 program year, the GPRA (Government Performance and Results Act) measures for the 21st CCLC program changed per the USED. Due to those changes, the Florida 21st CCLC program modified the state program objectives and evaluation plan to align with these new measures. The 21st CCLC program has elected to implement the new program objectives and utilize the new evaluation plan at their site during the 2021-2022 project year. Starting the 2021-2022 program year, the Nita M. Lowey 21st Century Community Learning Centers will be implementing the new objectives and utilizing the new evaluation plan. The Program Monitor and the Program Coordinator will be responsible for data collection and data entry in EZReports.

Section 3.8 Program Evaluation

In the 2021-22 program year, the requirement for an external evaluation was removed for 21st CCLC programs. This has been removed from the budget narrative as it is no longer necessary to allocate funding for an external evaluation.

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2022-23

Agency Name: School District of Manatee County Project Number: 410-2443B-3CCC4

Program Name: STARS GRANT

Reason(s) for the change:

There are no changes to the grant for the 2022-2023 school year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2023-24

Agency Name: Manatee County School District

Project Number: 410-2444B-4CCC4

Program Name: MCSD 21st Century STARS Grant

Reason(s) for the change: There are no proposed changes to this grant application for the 2023-2024 project year.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

Appendix A
Continuing Improvement 2024-25

Agency Name: School District of Manatee County Project Number: 410-2445B-5CCC4

Program Name: STARS Grant

Reason(s) for the change: There are no changes to this grant at this time.

This change includes: ☐ Additions ☐ ~~Deletions~~ √ Both

Narrative Language:

Underscore reflects additions to the previous narrative.
~~Cross-out~~ reflects deletion of language in the previous narrative.

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2024-2025 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2445B-5CCC4	
Site Name	Ballard Elementary School					**Zip Code**	34205
Site Address:	912 18th Street West			**City**	Bradenton	**County**	Manatee
Site Contact Name:	Cassandra King	**Phone**	941-708-8400	**Email**	kingc@manateeschools.net		

TARGET SCHOOLS										
School Name	**School-wide Information**			**# Targeted Students**						
	Grades Served by School	**Enrollment**	**Free and Reduced Lunch Rate**	**Grades Served by Program**	**BS**	**AS**	**SUM**	**W**	**H**
Ballard Elementary School	PK-5	448	100%	K-5		85			
				TOTAL		85			

BEFORE SCHOOL SITE OPERATIONS						
Start Date		**End Date**		**Total Number of Service Days**		
Non-service days						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS								
Start Date	August 12, 2024	**End Date**	May 28, 2025	**Total Number of Service Days**	179			
Non-service days	9/2, 10/14, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26							
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**		
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM			
End Time	6:00PM	6:00PM	6:00PM	6:00PM	6:00PM			
Hours	2.75	2.75	2.75	2.75	2.75	13.75		
Early Release Dates	11/6, 3/5			**Total Service Days**	2	**Hours/Day**	4.75	

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date		**End Date**		**Total Number of Service Days**			
Non-service days							
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

FLORIDA DEPARTMENT OF EDUCATION
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2024-2025 SITE PROFILE

Agency Name	Manatee County School District			**Project Number**		410-2445B-5CCC4	
Site Name	Samoset Elementary School					**Zip Code**	34208
Site Address:	3300 19th Street East			**City**	Bradenton	**County**	Manatee
Site Contact Name:	Deelah Jackson	**Phone**	941-708-6400	**Email**	Jackson3d@manateeschools.net		

TARGET SCHOOLS									
School Name	**School-wide Information**			**# Targeted Students**					
	Grades Served by School	**Enrollment**	**Free and Reduced Lunch Rate**	**Grades Served by Program**	**BS**	**AS**	**SUM**	**W**	**H**
Samoset Elementary School	PK-5	583	100%	K-5		85			
				TOTAL		85			

BEFORE SCHOOL SITE OPERATIONS						
Start Date		**End Date**		**Total Number of Service Days**		
Non-service days						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of Before School services per typical week.**
Start Time						
End Time						
Hours						

AFTER SCHOOL SITE OPERATIONS							
Start Date	August 12, 2024	**End Date**	May 28, 2025	**Total Number of Service Days**		179	
Non-service days	9/2, 10/14, 11/11, 11/25, 11/26, 11/27, 11/28, 11/29, 12/23, 12/24, 12/25, 12/26, 12/27, 12/30, 12/31, 1/1, 1/2, 1/3, 1/6, 1/20, 2/17, 3/17, 3/18, 3/19, 3/20, 3/21, 3/24, 4/18, 5/26						
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Total hours of After School services per typical week.**	
Start Time	3:15PM	3:15PM	3:15PM	3:15PM	3:15PM		
End Time	6:00PM	6:00PM	6:00PM	6:00PM	6:00PM		
Hours	2.75	2.75	2.75	2.75	2.75	13.75	
Early Release Dates	11/6, 3/5			**Total Service Days**	2	**Hours/Day**	4.75

WEEKEND, HOLIDAY, SCHOOL BREAK SITE OPERATIONS					
Service days					
	Holidays/Break	**Total number of Holiday, School Break service days.**		**Saturday**	**Total number of Weekend service days.**
Start Time			**Start Time**		
End Time			**End Time**		
Hours			**Hours**		

SUMMER SITE OPERATIONS							
Start Date		**End Date**		**Total Number of Service Days**			
Non-service days							
	Monday	**Tuesday**	**Wednesday**	**Thursday**	**Friday**	**Saturday**	**Total hours of Summer services per typical week.**
Start Time							
End Time							
Hours							

ADULT FAMILY MEMBER SERVICES			
Describe Frequency, Duration, and Dosage:	Adult Family Member Services will be provided at least quarterly and will last approximately one hour. Five events are planned to include an orientation meeting at the beginning of the year and one during each quarter of the school year.		
Total Number of Sessions	5	**Total Number of Adult Family Members Served**	15

STUDENT/TEACHER RATIO			
Academic Ratio	1:10	**Personal Enrichment Ratio**	1:20

Florida's Nita M. Lowey 21st Century Community Learning Centers Evaluation Plan

Objective Category	Objective Number	Domain	Required Objective	Required Measure
1. Academic Achievement	1.A.1	English Language Arts (ELA)	75% of students will show gains in ELA performance on the F.A.S.T.	ELA Florida Assessment of Student Thinking (F.A.S.T.) scores will be collected for all students participating in FAST.
	1.A.2	English Language Arts (ELA)	75% of students will show gains in ELA on an evidence-based progress monitoring system supported by the department's contractor	Regular progress monitoring data will be collected for students in ***all grades*** periodically
	1.A.3	English Language Arts (ELA)	75% of students will show improvement in ELA grades	Student grades and progress reports will be collected for ***all students*** during the school year each grading period
	1.B.1	Mathematics	75% of students will show improvement in Math performance on the F.A.S.T.	Math Florida Assessment of Student Thinking (F.A.S.T.) scores will be collected for all students participating in FAST.
	1.B.2	Mathematics	75% of students will show gains in mathematics on an evidence-based progress monitoring system supported by the department's contractor	Regular progress monitoring data will be collected for students in ***all grades*** periodically
	1.B.3	Mathematics	75% of students will show improvement in mathematic grades	Student grades and progress reports will be collected for ***all students*** during the school year each grading period
	1.C.	Grade Point Average (GPA)-Secondary Only	75% of students will improve their cumulative GPA by at least 0.1 point annually	GPA will be collected for ***all students*** who receive a GPA annually
2. Dropout Prevention	2.A.	Attendance/Dropout Prevention	75% of students will improve their school day attendance annually	School day attendance rate will be collected for ***all students*** annually
3. Behavior	3.A.	Behavior	75% of students will improve their behavior annually	Data report on in-school suspension and discipline referrals will be collected for ***all students*** monthly
4. Engagement/ Safe and Supportive Relationships	4.A.1	Engagement/Safe and Supportive Relationships	75% of students will increase their safe and supportive relationships with peers and adults annually	Stakeholder Surveys (day school teachers on engagement) will be collected for ***all students*** annually
	4.A.2	Engagement/Safe and Supportive Relationships	75% of students will increase their engagement in school annually	Stakeholder Surveys (day school teachers on engagement) will be collected for ***all students*** annually

FLORIDA DEPARTMENT OF EDUCATION
BUDGET NARRATIVE FORM 101S

A) Name of Eligible Recipient/Fiscal Agent:	**School District of Manatee County STARS Grant**
B) DOE Assigned Project Number:	**410-2445B-5CCC4**
C) TAPS Number:	**25B036**

(1) FUNCTION	(2) OBJECT	(3) Account Title and Narrative	(4) FTE POSITION	(5) AMOUNT	(6) % Allocated to This Project
6300	160	**PT Salaries: Project Director** One part-time Project Director responsible for overseeing all aspects of the 21st CCLC Program. The Project Director will assist with program schedule and design, coordinate program evaluation, assist with data collection, review and submit monthly and quarterly deliverables, attend meetings, assist with family member services planning and implementation, collaborate with school principals and review and approve monthly payroll and program purchases. The Project Director will provide leadership and oversight, conduct site visits, and provide professional development and training for Site Coordinators and other 21st CCLC staff. The Project Director will oversee summer programs, year-end data collection, summative reports, and other year end duties outside of 11 month contract. 1 PD x 2 Hrs/Week x $47/Hr x 36 weeks = $3,384 ***50% Administrative = $1,692*** ***50% Evaluation = $1,692***		$3,384.00	100%
6300	200	**Fringe Benefits: Project Director** 21st CCLC Program portion of retirement (13.63%), FICA (7.65%) and workers' compensation benefits (1.50%) for 1 Project Director. $3,384 x 22.78% = $771 ***50% Administrative = $385.50*** ***50% Evaluation = $385.50***		$771.00	100%
6300	160	**PT Salaries: Collaboration Liaiason** One part-time Collaboration Liaison responsible for collaborating with all sites as well as private schools throughout the project year. The Collaboration Liaison will support program sites and assist with regular school day communications, data and site visits. 1 CL x 2 Hrs/Week x $39/Hr x 36 weeks = $2,808	0.1	$2,808.00	100
6300	200	**Benefits: Fringe - Colloboration Liaison** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Collaboration Liaison. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $2,808 x 22.78% = $640		$640.00	100

5100	160	**PT Salaries: Site Coordinator** Two part-time Site Coordinators will be present at the 21st CCLC Program sites during all program hours. Site Coordinators are required to have teaching experience, and certification in First Aid/CPR. Site Coordinators will regularly report to the school's principal and Program Director. Site Coordinators will be responsible for the supervision of staff and students including: sign-in/sign-out, coordinate staff and student schedules, distribute materials and supplies, collect and record attendance and other required data, and coordinate with regular school day teachers. Hours are included for pre-program planning and preparation and post-program wrap up with the Program Director to ensure data and other program information is submitted on time. Hourly rates for Teachers range from $28-$52 per hour. Average rate for this position is $45/hr. Site Coordinators = 1,470 hours per year/10 month. <u>After School</u> 2 SC x $45/hr x 3 hrs/day x 179 days = $48,330 2 SC x $45/hr x 4.5 hrs/day x 5 days = $2,025 <u>Planning:</u> 2 SC x $45/hr x 3 hrs/day x 5 days = $1,350 ***Evaluation, 2%*** = $1,034	0.77	$51,705.00	100
5100	200	**Benefits: Fringe - Site Coordinator** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Site Coordinators. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $51,705 x 22.78% = $11,778 ***Evaluation, 2% = $236***		$11,778.00	100

5100	160	**PT Salaries: Academic Teachers** Part-time Certified Teachers to teach academic enrichment activities including Reading, Math, and Science, Project Based Learning, Theme Based Instruction, Homework Help, Tutoring, and STEM. Planning days are inlcuded. Hourly rates for Certified Teachers range from $28-$52 per hour. Average rate is $40 per hour. Certified Teachers = 1,470 hours per year/10 month. **Ballard Elementary** After School 2 Teachers x 179 days x 2.25 hrs/day x $40/hr = $32,220 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960 **Samoset Elementary** After School 2 Teachers x 179 days x 2.25 hrs/day x $40/hr = $32,220 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960	1.15	$69,160.00	100
5100	200	**Benefits: Fringe - Academic Teachers** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Academic Teachers. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $69,160 x 22.78% = $15,755		$15,755.00	100

5100	160	**PT Salaries: Enrichment Teachers** Other part-time Certified Teachers and paras to teach personal enrichment activities including Project Based Learning, Theme Based Instruction, Health & Wellness and Art & Music Education. Planning days are inlcuded. Hourly rates for Certified Teachers range from $26-$50 per hour. Average rate is $40 per hour. Other Certified Teachers = 1,470 hours per year/10 month. **Ballard Elementary** After School 2 Teachers x 179 days x 2 hrs/day x $40/hr = $28,640 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960 **Samoset Elementary** After School 2 Teachers x 179 days x 2 hrs/day x $40/hr = $28,640 2 Teachers x 5 days x 3.5 hrs/day x $40/hr = $1,400 Planning 2 Teachers x $40/hr x 1.5 hr/day x 8 days = $960	1.15	$62,000.00	100
5100	200	**Benefits: Fringe - Enrichment Teachers** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Enrichment Teachers. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $62,000 x 22.78% = $14,124		$14,124.00	$100.00
5100	160	**PT Salaries: Paraprofessionals** Part-time Paraprofessionals to assist Academic Teachers and actively participating 21st CCLC program students in classrooms and labs exclusively during 21st CCLC program hours. Paraprofessionals will ensure that ratios remain within required levels. Paraprofessionals may lead some of the personal enrichment activities. Average paraprofessional pay is $22/hour. Paraprofessionals = 1,372 hours per year/10 month. **Ballard Elementary** After School 3 Paras x 179 days x 3 hrs/day x $22/hr = $35,442 3 Paras x 5 days x 4.5 hrs/day x $22/hr = $ 1,485 **Samoset Elementary** After School 3 Paras x 179 days x 3 hrs/day x $22/hr = $35,442 3 Paras x 5 days x 4.5 hrs/day x $22/hr = $1,485	2.39	$73,854.00	100

5100	200	**Benefits: Fringe: Paraprofressionals** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Paraprofessionals. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $73,854 x 22.78% = $16,824		$16,824.00	100
6300	160	**PT Salaries: Professional Development** Professional Development and training hours for Site Coordinators, Certified Academic Teachers, Enrichment Teachers and Paraprofessionals. Funds will be used for training on 21st CCLC Program, Project Based Learning, STEM, and program implementation at 2 sites. Professional Development and training will be provided by the Program Director and other qualified district staff. 1 Trainer x 4 PD days x 3 hrs each x $45/hr = $540 10 21st CCLC staff x 4 PD days x 3 hrs each x $15/hr = $1,800 *(In-Kind paid by EDEP partner)*	0.03	In-Kind	100
6300	200	**Benefits: Fringe - Professional Development** 21st CCLC Program portion of retirement, FICA, and workers' compensation benefits for Professional Development. (Retirement, 13.63%; FICA, 7.65%; Workman's Comp., 1.50%) $2,340 x 22.78% = $533 *(In-Kind paid by EDEP partner)*		In-Kind	100
6300	360	**Rentals** Annual after school subscription for 2 sites for Math & Literacy interctive and engaging software program. On-Site Training is inlcuded in price as well as online and telephone support. $1,250/site per year x 2 sites = $2,500		$2,500.00	100
6300	331	**Travel: In State** To attend the statewide Nita M. Lowey 21st CCLC TA meetings in Orlando, Florida to include two Nita M. Lowey 21st CCLC staff. <u>2024-25 Fall TA Meeting</u> Lodging: 2 rooms x $99/night x 2 night = $396 Mileage: 1 car x 240 miles x $0.445/mile = $107 Meals: 2 staff x $36/day x 3 days = $216 Parking: $12/day x 3 days = $36 <u>2024-25 Spring Regional Meeting</u> Mileage: 1 car x 240 miles x $0.445/mile = $107 (In-Kind paid by EDEP partner)		In-Kind	100

5100	392	**Printing** Printing costs associated with printing educational materials solely for use by actively participating 21st CCLC program students attending 21st CCLC program academic and enrichment activities at 2 sites. $300/site x 2 sites = $600		$600.00	100
5100	510	**Materials & Supplies** Consumable supplies for use by actively participating 21st CLCC students during 21st CCLC academic instruction and enrichment activities. Copy paper, pencils, markers, crayons, colored pencils, notebook paper, erasers, file folders pens, staples, clips, art supplies, composition books, cosumable STEM supplies, etc. $53.46/student x 85 students/site x 2 sites = $9,088		$9,088.00	100
7200	799	**Indirect Costs** The states negotiated indirect cost rate is at 4.74%. The indirect cost for the grant was calculated based on allowable direct cost, not to exceed the established administrative cap. ***Administrative, 100% = $15,879***		$15,879.00	100
			D) TOTAL	**$ 350,870.00**	

DOE ATTESTATION (Program and Grants Management)

The cost for each line item budget category has been evaluated and determined to be allowable, reasonable and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

FLORIDA DEPARTMENT OF EDUCATION
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April 2022 **DOE 101S**

AGENDA ITEM NO. 10.7

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of Charter School Contract for Visible Men Academy for the 2024-2029 School Years (No Net Financial Impact)

Executive Summary
Section 1002.33, Florida Statutes, provides that a charter may be renewed provided that a program review demonstrates that the criteria have been successfully accomplished and that none of the grounds for non-renewal has been expressly found. Visible Men Academy has been in operation in Manatee County since the 2014 school year, serving students in grades K-5 with approximately 64 students. The current contract for Visible Men Academy expires on June 30, 2024.

Visible Men Academy is recommended for a 5-year renewal contract beginning July 1, 2024-June 30, 2029.

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

Ready To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Recommendation

The Superintendent recommends approval of the Charter School Contract for Visible Men Academy Charter School Renewal Contract for the 2024-2029 School Years. (No Net Financial Impact)

Financial Impact

Visible Men Academy will receive ninety five percent (95%) of the Full-time Equivalent (FTE) for the first two hundred-fifty (250) students attending the charter school, and other appropriate funds based on actual enrolment as reported in FTE survey reports. The administrative fee provides the charter management services, procession of teacher certification data, and information services including access to student information systems. Visible men Academy will receive any remaining FTE and other appropriate funds for the K-5 program.

Contact
Submitting Department: Charter School
Initiated by : Dr. Valerie M. Hyer, Coordinator, Charter Schools

Attachments:
EXHIBIT 2 VMA GOVERNANCE Documents.pdf
VMA FINAL CONTRACT Signed 5.6.2024.pdf

ARTICLES OF INCORPORATION

OF

VISIBLE MEN ACADEMY, INC.

THE UNDERSIGNED incorporator of these Articles of Incorporation, being a natural person competent to contract, is desirous of forming a Corporation Not for Profit, pursuant to Chapter 617, of the Laws of the State of Florida.

ARTICLE I

The name of this Corporation shall be:

VISIBLE MEN ACADEMY, INC.

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS: The principal office of said Corporation shall be located at 1491 2nd Street, Suite B, Sarasota, FL 34236, and the mailing address of said Corporation shall be in care of A. Louis Parker, 1491 2nd Street, Suite B, Sarasota, FL 34236. The Directors of the Corporation may change the location of the principal office and the mailing address of said Corporation from time to time.

ARTICLE III

NON-PROFIT PURPOSE: This Corporation is organized exclusively for charitable, religious, educational and scientific purposes within the meaning of IRC Section 501(c)(3), including the making of distributions to organizations that qualify as tax exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or corresponding sections of any future federal tax code; and is authorized to exercise such powers as are in furtherance of its exempt status and for purposes for which a corporation may be formed under the Florida Not For Profit Corporation Act.

PURPOSES: To acquire funds and other assets by gift, donation and otherwise; to hold and invest the same; to provide funds and promote such activities for such charitable, scientific and educational purposes as the Board of Directors may determine from time to time; and to do all other things necessary or desirable in connection with the foregoing purposes.

ARTICLE IV

POWERS: This Corporation shall have and exercise all the powers of non-profit corporations under the laws of the State of Florida which are convenient or necessary to effectuate the purposes of the Corporation.

LIMITATIONS ON POWERS:

(1) No part of the assets or net earnings of the Corporation shall be distributable to or inure to the benefit of, its members, if any, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article III hereof.

(2) No substantial part of the organization's activities shall be the carrying on of propaganda or otherwise attempting to influence legislation.

(3) The Corporation shall not directly or indirectly participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

(4) The Corporation may not pursue objectives or engage in activities which will characterize it as an action organization.

(5) Notwithstanding any other provision of these articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code, or corresponding section of any future federal tax code.

(6) The Corporation will distribute its income for each tax year at a time and in a manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code, or the corresponding section of any future federal tax code.

(7) The Corporation will not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code, or any corresponding section of any future tax code.

(8) The Corporation will not retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code, or the corresponding section of any future tax code.

(9) The Corporation will not make any investments in a manner as to subject it to tax under section 4944 of the Internal Revenue Code, or the corresponding section of any future tax code.

(10) The Corporation will not make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE V

TERM OF EXISTENCE: The term for which this Corporation is to exist shall be perpetual, unless sooner dissolved pursuant to the provisions of Florida Statute 617, as amended.

ARTICLE VI

The first Board of Directors of this Corporation shall adopt By-Laws consistent with these Articles of Incorporation. Thereafter, the By-Laws may be altered, amended or rescinded by the Board of Directors as provided by such By-Laws.

ARTICLE VII

DISTRIBUTION OF ASSETS UPON DISSOLUTION: The assets of this Corporation are dedicated to the exempt educational and charitable purposes within the meaning of IRC 501(c)(3) described in Article III above. Upon the dissolution of this Corporation, the assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Court of Common Pleas of the county in which the principal office of this Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE VIII

NAME AND ADDRESS OF INCORPORATOR: The name and address of the incorporator to these Articles is as follows:

NAME	ADDRESS
A. Louis Parker	1491 2nd Street, Suite B Sarasota, Florida 34236

ARTICLE IX

The street address of the initial registered office of this Corporation shall be 1491 2nd Street, Suite B, Sarasota, FL 34236, and the name of the initial registered agent of this Corporation at such address is A. Louis Parker.

ARTICLE X

BOARD OF DIRECTORS: The affairs of this Corporation shall be managed by a Board of Directors consisting of at least three (3) persons, as determined by this Corporation's By-Laws. The method of election of the persons who shall constitute the entire Board of Directors shall be as provided in this Corporation's By-Laws. The officers and directors shall perform such duties, hold office for such terms, and take office at such times as shall be provided by the By-Laws of this Corporation.

The names and addresses of the persons who shall serve as directors until the first election are:

NAME	ADDRESS
A. Louis Parker	1491 2nd Street, Suite B Sarasota, Florida 34236
Neil P. Phillips	2511 S. Osprey Ave. Sarasota, FL 34239
Cynthia Cavallaro Day	P.O. Box. 3484 Sarasota, FL 34230
Shannon K. Rohrer-Phillips	2511 S. Osprey Avenue Sarasota, FL 34239

ARTICLE XI

OFFICERS: The names and addresses of the officers who are to serve until the first appointment or election next following the filing of these Articles of Incorporation, pursuant to Florida Statutes, Chapter 617, as amended, are as follows:

NAME AND ADDRESS	TITLE
A. Louis Parker 1491 2nd Street, Suite B Sarasota, Florida 34236	President
Neil P. Phillips 2511 S. Osprey Ave. Sarasota, FL 34239	CEO
Cynthia Cavallaro Day P.O. Box. 3484 Sarasota, FL 34230	Vice President and Secretary
Shannon K. Rohrer-Phillips 2511 S. Osprey Avenue Sarasota, FL 34239	Treasurer

ARTICLE XII

AMENDMENT OF ARTICLES OF INCORPORATION: These Articles may be amended by a majority of the directors present and voting at any regular or special meeting of this Corporation, provided, however that these Articles of Incorporation shall not be amended unless written notice is first given of the proposed Amendment to each and every director of this Corporation, ten (10) days prior to the regular or special meeting of this Corporation; provided, however, that any amendment will not adversely affect the status of this Corporation as an organization qualifying under Section 501(c)(3) of the Internal Revenue Code.

ARTICLE XIII

INDEMNIFICATION: The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil or criminal, administrative or investigative (whether or not by or in the right of the Corporation), by reason of the fact that he is or was a director or officer of the Corporation, against any and all expenses (including attorney's fees, Court costs and appellate costs and fees), judgments, fines and amounts paid in settlement incurred by him in connection with such action, suit or proceeding, except for an officer or director who is adjudged guilty of willful misfeasance or willful malfeasance in the performance of his duties. Such right of indemnification shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs and personal representatives of such person. Provided however, that if any past or present officer or director sues the Corporation, other than to enforce this indemnification, such past or present director or officer instituting such suit shall not have the right of indemnification hereunder in connection with such suit. The Corporation is authorized to purchase insurance to provide funds for the indemnification hereinabove set forth, and, if such insurance is purchased but the proceeds of the same are not sufficient to cover the cost of indemnification, then the deficiency shall be paid from corporate funds. This indemnification is an absolute right, and such assessments shall be made notwithstanding any other provisions contained herein to the contrary.

IN WITNESS WHEREOF, the undersigned incorporator, A. LOUIS PARKER, has hereunto executed these Articles this 18th day of July, 2012, for the purpose of forming this non-profit corporation under the laws of the State of Florida, and hereby makes and files in the office of the Secretary of State of the State of Florida these Articles of Incorporation and certifies that the facts herein stated are true.

A. LOUIS PARKER
Incorporator

ACCEPTANCE BY REGISTERED AGENT

Having been named Registered Agent to accept service of process for the above-stated Corporation at the registered office designated in the Articles, I hereby accept such designation and agree to serve as Registered Agent.

A. LOUIS PARKER
Registered Agent

BY-LAWS

OF

VISIBLE MEN ACADEMY, INC.

(A Not-For-Profit Corporation)

ARTICLE I - OFFICES

The principal office of the Corporation shall be located in the County of Sarasota and State of Florida. The Corporation may also have such offices at such other places within or without the State as the Board of Directors may from time to time determine.

ARTICLE II

BOARD OF DIRECTORS

1. The Corporation shall be managed by a Board of Directors. Each Director shall be at least 18 years of age. The initial Board of Directors shall consist of four (4) persons. Thereafter, the number of Directors constituting the entire Board shall be no less than three. Subject to the foregoing, the number of the Board of Directors may be fixed from time to time by action of the Directors. The number of Directors may be increased or decreased by action of the Board of Directors, provided that any action by the Board of Directors to effect such increase or decrease shall require the vote of a majority of the entire Board of Directors. No decrease shall shorten the term of any Director then in office.

2. The first Board of Directors shall consist of those persons elected by the Incorporator or named as the initial Board of Directors in the Articles of Incorporation of the Corporation, and they shall hold office until the first annual meeting of the Board of Directors, or until their successors have been duly elected and qualify. Thereafter, at each annual meeting of the Board of Directors, the Directors shall elect Directors to hold office until the next annual meeting. Each Director shall hold office until the expiration of the term for which he was elected, or until his successor has been duly elected and qualified, or until his prior resignation or removal as hereinafter provided.

3. (a) Any or all of the members of the Board of Directors may be removed with cause by a majority vote of the Board of Directors of the Corporation.

(b) A Director may resign at any time by giving written notice to the Board of Directors or to an officer of the Corporation. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Board of Directors or such officer. Acceptance of such resignation shall not be necessary to make it effective.

4. Newly-created directorships or vacancies in the Board of Directors may be filled by a vote of a majority of the Board of Directors then in office, although less than a quorum, unless otherwise provided in the Articles of Incorporation of the Corporation. Vacancies occurring by reason of the removal by the Directors shall be filled by a vote of the Directors then in office. A Director elected to fill a vacancy caused by resignation, death, or removal shall be elected to hold office for the unexpired term of his predecessor.

5. (a) A regular annual meeting of the Board of Directors shall be held on November 1. All other meetings shall be held at such time and place as shall be fixed by the Board of Directors from time to time.

(b) No notice shall be required for regular meetings of the Board of Directors for which the time and place have been fixed. Special meetings may be called by or at the direction of the Chairman of the Board, the President, or by a majority of the Directors then in office.

(c) Written, oral, or any other method of notice of the time and place shall be given for special meetings of the Board of Directors in sufficient time for the convenient assembly of the Board of Directors. The notice of any meeting need not specify the purpose of such meeting. The requirement for furnishing notice of a meeting may be waived by any Director who signs a Waiver of Notice before or after the meeting or who attends the meeting without protesting the lack of notice to him.

6. Except to the extent herein or in the Articles of Incorporation of the Corporation provided, a majority of the entire members of the Board of Directors shall constitute a quorum. At any meeting held to remove one or more Directors, a quorum shall consist of a majority of the Directors present at such meeting. Whenever a vacancy on the Board of Directors shall prevent a quorum from being present, then, in such event, the quorum shall consist of a majority of the members of the Board of Directors excluding the vacancy. A majority of the Directors present, whether or not a quorum is present, may adjourn a meeting to another time and place. Except to the extent provided by law and these By-Laws, the act of the Board of Directors shall be by a majority of the Directors present at the time of vote, a quorum being present at such time. Any action authorized

by resolution, in writing, by all of the Directors entitled to vote thereon and filed with the Minutes of the corporation shall be the act of the Board of Directors with the same force and effect as if the same had been passed by unanimous vote at a duly called meeting of the Board.

7. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors. If there is no Chairman or in his absence, the President shall preside and, if there is no President or in his absence, any other Director chosen by the Board, shall preside.

8. Whenever the Board of Directors shall consist of more than three persons, the Board of Directors may designate from their number, an executive committee and other standing committees. Such committees shall have such authority as the Board of Directors may delegate, except to the extent prohibited by law. In addition, the Board of Directors may establish special committees for any lawful purpose, which may have such powers as the Board of Directors may lawfully delegate.

ARTICLE III

OFFICERS

1. The Board of Directors may elect or appoint a Chairman of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. The President may, but need not be, a Director. Any two or more offices may be held by the same person.

2. Each officer shall hold office until the annual meeting of the Board of Directors, or until his successor has been duly elected and qualifies. The Board of Directors may remove any officer with or without cause at any time.

3. A vacancy in an office because of death, resignation, removal, disqualification or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

4. (a) The President shall be the chief executive officer of the Corporation, shall have the responsibility for the general management of the affairs of the Corporation, and shall carry out the resolutions of the Board of Directors.

(b) During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have

all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors from time to time.

(c) The Treasurer shall have the care and custody of all of the funds and securities of the Corporation, and shall deposit said funds in the name of the Corporation in such bank accounts as the Board of Directors may from time to time determine. The Treasurer shall, when duly authorized by the Board of Directors, sign and execute all

contracts in the name of the Corporation when countersigned by the President; he may also sign checks, drafts, notes and orders for the payment of money, which shall have been duly authorized by the Board of Directors and countersigned by the President.

(d) The Secretary shall keep the minutes of the Board of Directors. He shall have custody of the seal of the Corporation, and shall affix and attest the same to documents duly authorized by the Board of Directors. He shall serve all notices for the Corporation which shall have been authorized by the Board of Directors, and shall have charge of all books and records of the Corporation.

ARTICLE IV

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

1. Contracts. The Board of Directors may authorize any officer or officers' agent or agents of the Corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by an officer of the Corporation.

3. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

4. Gifts. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest or devise for the general purpose or for any special purpose of the Corporation.

ARTICLE V

AMENDMENT OF BY-LAWS

The By-Laws of this Corporation may be altered, amended or repealed, and new By-Laws may be adopted by a majority vote of a majority of the Directors present and voting at any regular Annual Meeting of the Corporation, or at any Special Meeting called for that purpose, if at least ten (10) days written notice is given in advance of any such meeting of intention to alter, amend or repeal, or to adopt new By-Laws at such meeting.

ARTICLE VI

MISCELLANEOUS

1. The Corporation shall keep at the principal office of the Corporation, complete and correct records and books of account, and shall keep minutes of the proceedings of the Board of Directors, or any committee appointed by the Board of Directors.

2. The corporate seal shall be in such form as the Board of Directors shall from time to time prescribe.

3. The fiscal year of the Corporation shall be fixed by the Board of Directors from time to time, subject to applicable law.

4. Whenever any notice is required to be given under the provisions of the Florida Not for Profit Corporation Act, the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Dated: July 31, 2012

A. LOUIS PARKER, President

Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER entered into as of the 28thday
of May 2024 by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida

and

VISIBLE MEN ACADEMY
921 63rd Avenue East, Bradenton, FL 34203

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Visible Men Academy.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by the both parties.

2. Term. The term of this Charter shall be 5 years commencing on July 1, 2024 and ending on June 30, 2029 unless terminated sooner as provided herein, or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed 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, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

6. The School agrees that it will abide by all Federal and State laws, statutes, rules and regulations applicable to any construction and/or renovations.

C. Education Program and Curriculum

1. Any material change to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically-based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

ii. Failure to meet generally accepted standards of fiscal management.

iii. Material violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;

b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;

c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

d. Failure by the School to provide the District with access to records as required by law or this Charter;

e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

f. Violation by the School of any court order pertaining to the operation of the School;

g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

k. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

m. Failure by the School to comply with all applicable laws,

ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).

n. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

o. Willfully or recklessly failing to manage public funds in accordance with the law;

p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

q. Failure to maintain the minimum number of three Governing Board members for more than 30 days;

r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and

all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a

third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor by uploading them to Charters.Link. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, academic goals for all students, including evidence-based strategies and interventions for subgroups as identified by Federal Indexes, as well as measures of progress towards goals, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

   i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term,

whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal

funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades Kindergarten through 5.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officer;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.

The school shall comply with Alyssa's Law and all other monthly requirements that must be entered in Charters.Link, including, but not limited to, monthly threat management team meetings, active assailant and other emergency drills, and other safety measures as required by Florida law.

The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10 day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to

attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Annual Enrollment

1. Preliminary Projected Enrollment: No later than November 1 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.
2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.
3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

G. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

H. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

   Students with disabilities will be educated in the least restrictive environment, and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

   Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE

Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:
(a) The due process hearing is conducted pursuant to applicable State laws and rules;
(b) A final decision is reached; and
(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

I. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

J. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with

applicable rules and regulations.

K. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

L. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities

shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

M. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School, and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice

to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School By the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the

School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of

Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as

required by State Board of Education Rule 6A-1.0081, F.A.C.

ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If

the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District

will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed, and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The

School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget
Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building,

remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30

5. If the School's annual financial audit reveals a deficit financial position, the

auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

   i. Guarantee payment for any purchases made by the School;

   ii. Guarantee payment for any debts incurred by the School;

   iii. Guarantee payment for any loans taken out by the School.

   iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

   The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 921 63rd Avenue East, Bradenton, FL 34203. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

B. Reasonable Distance for purposes of this Charter: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing more than two and less than four miles from the School, within Manatee County.

C. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

D. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

E. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two

million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter

shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.

4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise

or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The 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. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate

individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code, and shall submit certificates evidencing completion to Charters.Link also within ninety (90) days of appointment.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results

warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change and entered into Charters.Link.

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the

management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

None

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes By August 1 of each year, the School shall disclose the identity of all relatives employed by the School who are related to the School president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per FL.Stat. § 1002.33(7) (a) (18).

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 work days of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes, which shall enter same in Charters.Link. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents. The School must timely submit all required reports and documents under this Section 11 via upload to Charters.Link.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Governing Board meeting agenda and minutes

3. Bus Inspection Reports and proof of FDOE and Federal CDL compliance

4. Active Assailant, Emergency Drills and Threat Management Team Meeting Minutes

B. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit

3. Program Cost Report

4. Annual Inventory Report

5. Policies and Procedures of the school

6. School based Student Code of Conduct

7. Dismissal Policies and Procedures

8. Crisis/Emergency Response Plan

9. Employee Handbook

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract

12. Projected Enrollment

13. Capacity

14. School Calendar if different than the District

15. Evidence of Insurance

16. Management Organization Agreement

17. Student Progression Plan

18. Sponsor's Pre-Opening Checklist and walk-through (due at least 1 week prior to students entering the building) when additional buildings are added or substantial renovations are made to the existing school facility.

19. Reunification Plan

20. Other reports or general monitoring documents as required by Florida Statutes.

C. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective

Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:
Visible Men Academy, Inc.
Attn: Governing Board Chair
Naima Frieson
8406 Broadstone Court,
Bradenton, FL 34202

Jeffrey S. Wood, Esq.
Tripp Scott, P.A.
110 SE 6th Street, Suite 1500
Fort Lauderdale, FL 33301

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent
215 Manatee Avenue West
Bradenton, FL 34205

Stephen R. Dye, Esq.
c/o Dye, Harrison, Kirkland, Petruff & Pratt, PLLC
1206 Manatee Avenue West
Bradenton, FL 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process, not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor 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 School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: _____ May 6, 2024
Naiema Frieson, President Date

ATTESTED:

By: _____ May 6, 2024
Melissa Dunlap, Secretary Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chad Choate, Board Chair Date

ATTESTED:

By: _____
Jason Wysong, Superintendent Date

APPROVED AS TO FORM:

By: _____
Stephen R. Dye, Esq. Date

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

AGENDA ITEM NO. 10.8

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of Sole Source to Purchase Pioneer Valley Products and Services, SDMC No. 25-0037-BS, Estimated in the Amount of $400,000.00 (Multiple Funding Sources)

Executive Summary
The District purchases supplemental materials and related professional learning from Pioneer Valley Books in support of early literacy education. Primary teachers district-wide will utilize the In Tandem kits and participate in related professional learning to implement explicit, systematic and multi-sensory reading instruction and intervention strategies for emergent learners. The Digital Reader platform is an online resource that gives access to digital books that align with the In Tandem curriculum. The platform supports phonics instruction, fluency, and independent reading for students, and provides instructional videos, lesson plans, progress monitoring assessments, and professional learning support for teachers. The purpose of the purchase is to enhance the reading development and achievement of students in Kindergarten and 1st grade, with the goal of more students entering 2nd grade reading proficiently. The District has been using the Digital Reader platform since the 2020-2021. In Tandem provides a research-based approach using decodable texts that work.

The requested contract is for the period of July 1, 2024, through June 30, 2025.

Historical expenditures are as follows:

- YTD 2023-2024 $730,527.33
- 2022-2023 $88,147.60
- 2021-2022 $461,626.24

Approval of this item does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis.

State Board Rule 6A-1.012(12)(d) states: "Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor."

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, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation 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.”

The District has reviewed sole source information and has fully complied with all sole source requirements.

Documentation is on file the purchasing department.

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 the approval of sole source to purchase Pioneer Valley products and services, SDMC No. 25-0037-BS, estimated in the amount of $400,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for these expenditures are General Fund, CERP, Federal Funds, Grants and various other school and District departments funds and is included in the Curriculum and Professional Learning Department's proposed budget for 2024-2025.

Contact
Submitting Department: Curriculum and Professional Learning

Initiated By: Allison Nichols

Attachments:
Pioneer Valley Sole Source

PIONEER VALLEY BOOKS

RESOURCES FOR **LITERACY**

January 2024

This letter serves to notify that Pioneer Valley Educational Press, DBA Pioneer Valley Books (PVB), is the sole source and provider of collections comprised of books published by Pioneer Valley Educational Press, Inc.

Pioneer Valley Educational Press, DBA Pioneer Valley Books (PVB), is the sole source and provider of all the bulleted items outlined below.

- The Pioneer Valley Books instructional collections, including books, lesson cards, and supporting materials: Phonics Launch books and lessons, In Tandem Literacy Curriculum, Stepping Together (K-2), and Stepping Together + In Tandem (K-2).
- The Literacy Footprints Comprehensive Literacy Program, including the following kits and systems: Literacy Footprints Guided Reading Kits for small-group instruction, Literacy Footprints Guided Reading Assessment Kits (print and digital), Literacy Footprints Interactive Read-Aloud Kits, Literacy Footprints Intervention Partner Kit, and Literacy Footprints Book Closet Kits. Lesson plans, teaching guides, and journals associated with Literacy Footprints systems are all sole source products.
- The following teaching resources: Digital Reader (subscription product), Bella and Rosie ABC Books (box set), ABC Chart/Sound Box Cards, Magnetic Letters, Magnetic Letter Trays, Magnetic Letter Storage Box, Pioneer Valley Picture Card Set, Word Study Box Set, Comprehension Box Sets, Prompting Guide Card Set, Magnetic Dry-Erase Easel, Dry-Erase Practice Boards, Dry-Erase Markers with Attached Erasers, Sentence Strips, Take-Home Book Bags, Student Journals, Word Wall/Analogy Chart Cards, Character Feelings and Traits Cards, Plastic Write-On Sleeves, Vocabulary Strategies Tool, Vowel Strip Tool, Word-Solving Tool, Take-Home Book Sets, Word Study Single Sets, Single Book Bundles, and Lapboards with Write-On Sleeves.
- The following plush companions: Bella and Rosie Puppies, Bella and Rosie Big Dogs, Jack and Daisy Pair, Jasper the Cat, Gilbert the Pig, Marshmallow the Pony, Quack the Duck, Rusty the Robot, and Clarence the Dragon.

Robert J. Dufresne

Robert J. Dufresne, Treasurer

AGENDA ITEM NO. 10.9

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Purchase(s) of Turnitin Licenses and Services SDMC No. 25-0034-BS, Estimated in the Amount of $75,000.00 (Multiple Funding Sources)

Executive Summary
Turnitin is a web-based service where students submit their work for review by their teachers and/or peers. Students upload their work, Turnitin runs it through their database of internet resources and student essays to ensure that the student's work is their own. Teachers receive a report of what information might be plagiarized and where it came from. In addition to being a plagiarism checker, Turnitin is also a tool for submitting and grading writing assignments. Students at MTC and in grades 9-12 will use Turnitin as a tool to check for plagiarism before submitting final assignments in their classes. Because SDMC has a strict anti-plagiarism policy, teachers and schools need to be able to ensure that the work students submit is truly their own.

The program is also used within the ESOL Department courses for state ESOL Endorsement. Turnitin helps the instructors to ensure the academic integrity of our ESOL Endorsement courses. Providing the courses helps Manatee County Schools to stay in compliance with state and federal regulations and builds the capacity of teachers and administrators for supporting English Language Learners.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 1, 2024 through June 30, 2025 and will automatically renew annually.

Historical expenditures are as follows:
- YTD 2023 - 2024 $46,066.25
- 2022 - 2023 $53,390.00
- 2021 - 2022 $48,000.00

Florida Statutes Section 1010.04(4)(a) ”The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(11) states, “The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: . . . (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.”

Subsection 6A-1.012(14) F.A.C. states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation 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 district school board.”

The supplier is Turnitin, LLC, Oakland, CA, Florida Document No. M16000001568.

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 purchase(s) of Turnitin licenses and services SDMC No. 25-0034-BS, estimated in the amount of $75,000.00 (Multiple Funding Sources).

Financial Impact
The funding source for this annual expenditure is General Funds, Instructional Material Funds, and Tuition Funds (MTC), and is included in the Curriculum Department and Manatee Technical College proposed budget for 2024-2025.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Shannon Fleming

AGENDA ITEM NO. 10.10

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval to Purchase NoRedInk Licenses and Services, SDMC No. 25-0033-BS, Estimated in the Amount of $175,000.00 (General Fund)

Executive Summary
NoRedInk has been used in our District since 2022-2023 with ELA and Reading Teachers in secondary schools. NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven by data and aligned to the B.E.S.T. standards and other national assessments. Included with this purchase is full access to NoRedInk's writing instructional platform, diagnostic tools, growth tracking tools, alignment to FL state standards, AP Language standards, ACT, SAT, and NWEA MAP, text-to-speech functionality, long form passage practice, Peer Review, Quick Writes, Guided Drafts, and Self Review.

Site licenses will provide access to all secondary students and teachers in all content areas. There is an extensive library of materials that are mapped out to target high frequency test items, while also adjusting to meet students' individual needs overall. The SAT/ACT component can also be used for any secondary student who would like to practice test taking skills prior to taking the SAT/ACT, including those students who are working towards a concordant score for graduation.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract period is July 01, 2024 through June 30, 2025.

Historical Expenditures are as follows:
- YTD 2023-2024 $154,253.91
- 2022-2023 $159,514.00

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration."

Subsection 6A-1.012(14) F.A.C. states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation 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 district school board."

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

Approval to Purchase NoRedInk licenses and services, SDMC No. 25-0033-BS, estimated in the amount of $175,000.00 (General Funds).

Financial Impact

The funding source for these expenditures will be CERP funds and is included in the Curriculum and Professional Learning Department proposed budget for the 2024-2025.

Contact

Submitting Departments: Curriculum and Professional Learning
Initiated By: Shannon Fleming

Attachments:
NoRedInk Service Agreement

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
CERP	Curriculum and Professional Learning	Shannon Fleming/Beth Sharp Tolly

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 19 day of April , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and NO REDINK CORP (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: NO REDINK CORP		
Representative: JACK MARONE	Position: ACCOUNT MANAGER	
Address: 422 N BARRANCE AVE, SUITE 153		
City: COVINA	State: CA	Zip: 91723
Phone: 844-667-3346	Email: JACK.MARONE@NOREDINK.COM	
District Employee: Yes ( ) No (•) Former ( ) Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

ONSITE TRAINING, VIRTUAL TRAINING, CURRICULUM ALIGNMENT SUPPORT AND NO REDINK SOFTWARE LICENSES

And shall be performed at the following location(s): VARIOUS

Date(s) of Service(s): 07/01/2024 to 06/30/2025

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an amount not to exceed $ 175,000.00 , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)

( ) flat fee of $.

(•) rate of $QUOTE per unit where the unit of measure is QUOTES PROVIDED AS NEEDED.

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line:

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address NO REDINK CORP ATTN: JACK MARONE 422 N BARRANCE AVE, SUITE 153 COVINA, CA 91723
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: 69740

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 10.11

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of Sole Source to Purchase Lexia Learning Systems, SDMC No. 25-0032-BS, Estimated in the Amount of $650,000.00 (Multiple Funding Sources)

Executive Summary
The Lexia programs will support students reading below grade level down to foundational skills. Lexia PowerUp and Core5 programs are designed to maximize student learning through a truly personalized experience that addresses individual skill gaps and impact reading proficiency and academic success. Lexia PowerUp program will be utilized in grades 6-10 reading classrooms at nineteen (19) secondary schools. Lexia Core5 programs will be utilized in grades K – 5th classrooms at the elementary schools. The targeted approach these programs provide allows each student to make literacy gains quickly and develop the reading and critical thinking skills necessary to meet the demands of curriculum and beyond. These programs will support students in their effort to make gains on the state assessment and is closely aligned to the Florida B.E.S.T. Standards.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 01, 2024 through June 30, 2025.

Historical expenditures are as follows:
- YTD 2023-2024 $262,150.00
- 2021-2022 $4,000.00

The vendor is Lexia Learning Systems LLC., Concord, MA, Florida Document No. M16000001518.

Florida Statutes Section 1010.04(4)(a) "The State Board of Education may, by rule, provide for alternative procedures for school districts and Florida College System institutions for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(12)(d) states: "Commodities or contractual services available only from a single source may be exempted from the competitive solicitation requirements. When a district school board believes that commodities or contractual services are available only from a single source, the district school board shall electronically or otherwise publicly post a description of the commodities or contractual services sought for a period of at least 7 business days. The description must include a request that prospective vendors provide information regarding their ability to supply the commodities or contractual services described. If it is determined in writing by the district school board, after reviewing any information received from prospective vendors, that the commodities or contractual services are available only from a single source, the district school board shall provide notice of its intended decision to enter a single source contract in the manner specified in Section 120.57(3), F.S., and may negotiate on the best terms and conditions with the single source vendor."

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, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation 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."

The District has reviewed sole source information and has fully complied with all sole source requirements. Documentation is on file the purchasing department.

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

Ready For Life | Goal 7
Implement additional research-based initiatives that support first generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms

Recommendation
The Superintendent recommends approval of sole source to purchase Lexia Learning Systems, SDMC No. 25-0032-BS, estimated in the amount of $650,000.00 (Multiple Funding Sources)

Financial Impact
The funding source for these expenditures will be CERP funds, Grant funds, General funds and is included in the Schools and Curriculum and Professional Learning Department's proposed budget for 2024-2025.

Contact
Submitting Department: Curriculum and Professional Learning
Initiated By: Shannon Fleming

Attachments:
Lexia Agreement 25-0032-BS.pdf
Lexia 2024 Sole Source Letter

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal		NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this day of , 20 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and Lexia Learning Systems, LLC (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: Lexia Learning Systems, LLC			
Representative: Cheryl McLaughlin		Position: Account Executive	
Address: 300 Baker Avenue			
City: Concord	State: MA	Zip: 01742	
Phone: 404-623-5091	Email: cheryl.mclaughlin@lexialearning.com		
District Employee: Yes ○ No ● Former ○ Date employment ended if former:			

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

Lexia On-Site Professional Learning, PowerUp Licenses and Gold Partnership per Quote Q-579527-2 Option 1.
Lexia Core5 Professional Learning, Licenses and Partnership per Quote Q-602123-3 Option 1 and Q613203-1

And shall be performed at the following location(s): Various

Date(s) of Service(s): 07/01/2024 to 06/30/2025

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an amount not to exceed $ 650,000.00 , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)
○ flat fee of $.
● rate of $Quote per unit where the unit of measure is quotes provided as needed.

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line:

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address Lexia Learning Systems, LLC Attn Cheryl McLaughlin 300 Baker Avenue, Suite 320 Concord, MA 01742
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: 1673468

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

    Exhibit A – Contractor Information Form

    Exhibit B - Appendix II to Part 200

    In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR 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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

Lexia®

January 1, 2024

To Whom It May Concern:

This letter will confirm that Lexia Learning Systems LLC is the sole developer, publisher, copyright holder, and patent holder for certain technology (US Patent No. 9,299,266*), and therefore the sole source, of the reading software programs entitled: Lexia® Reading (copyright 2007-2024), Lexia® Strategies® (copyright 2012-2024), Lexia® Core5® Reading* (copyright 2012-2024), Lexia® PowerUp Literacy® (copyright 2018-2024), Lexia® RAPID™ Assessment® (copyright 2015-2024), LETRS® Suite (Language Essentials for Teachers of Reading and Spelling) (copyright 2021-2024), Lexia® Academy (copyright 2020-2024), Lexia® English Language Development™ (copyright 2021-2024), and Lexia® Aspire™ Professional Learning (copyright 2022-2024).

For information regarding the license and service terms for the Lexia programs, please see:

The Lexia Application License Agreement, which can be found here:
https://www.lexialearning.com/eula
The Lexia Application Data Privacy Policy, which can be found here:
https://legal.lexialearning.com/legal/application-privacy.html
The Lexia Student Records Privacy Statement and Security Plan, found here:
https://www.lexialearning.com/student-records-privacy-statement-security-plan

Lexia Learning Systems LLC is the sole authorized representative providing Lexia® products and services for the United States of America.

Sincerely,

DocuSigned by:
Nick Gaehde
4C1C4333FB5D4AE...

Nick Gaehde
President, Lexia Learning Systems LLC / Lexia Voyager Sopris Inc.

AGENDA ITEM NO. 10.12

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval to Purchase Trailers, Repair, and Services, SDMC No. 24-0120-KD, Estimated in the Amount of $150,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued an invitation to bid (ITB) for trailers, repair, and services. No responses were received, therefore the District direct negotiated with contractors for these products and services due to the current need for repairs and services, as well as the need to purchase trailers to replace aging equipment. The District purchases trailers for maintenance and operations usage, agricultural programs, music programs, athletics, and other uses as needed. Maintenance and services are also needed on these trailers throughout their lifetime.

The contractors are:

- A and A Trailer Hitch Center, Bradenton, Florida, Florida Document No. F36475
- AG98 Trailer Sales, Inc., Okeechobee, Florida, Florida Document No. P22000009279
- Barry's Enterprises, Inc. DBA Barry's Trailers, Sarasota, Florida, Florida Document No. 668091
- Globe Trailer Manufacturing, Inc., Bradenton, Florida, Florida Document No. P03000148250
- Skyworks LLC, Buffalo, New York (location in Sarasota), Florida Document No. M18000009264
- McGowan, McGowan & Associates, Inc. DBA Trailer Depot of Sarasota, Sarasota, Florida, Florida Document No. P17000031312
- Trailer Rentals of Manatee/Florida Trailer Supply, Bradenton, Florida, Florida Document No. P21000014187
- Additional suppliers may be utilized as needed for these products and services throughout the contract period.

The contract period is valid from May 29, 2024 through June 30, 2027 with renewal through June 30, 2030.

Copies of the specifications, pricing, and related documents are on file in the purchasing department.

Approval of this proposal and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

State Board Rule 6A-1.012(12)(c) states: If less than two responsive proposals for commodity or contractual services are received, the district school board may negotiate on the best terms and conditions or decide to reject all proposals. The district school board shall document the reasons that negotiating terms and conditions with the sole proposer is in the best interest of the school district in lieu of resoliciting proposals.

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 approval of direct negotiation to purchase trailers, repair, and services, SDMC No. 24-0120-KD, estimated in the amount of $150,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General, Capital, Millage, Grant, and other District funds as needed and is included in the approved budget for 2023-2024.

Contact
Submitting Departments: Maintenance & Operations
Initiated By: Todd Henson

Attachments:
240120 A and A Trailer Hitch
240120 AG98 Trailer Sales
240120 Barry's Trailers
240120 Globe Trailers
240120 Skyworks
240120 Trailer Depot of Sarasota
240120 Trailer Rentals of Manatee - Florida Trailer Supply
240120t

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Various	District	24-0120-KD Kimberlie Dufon

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 29 day of May , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and A and A Trailer Hitch Center (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: A and A Trailer Hitch Center		
Representative: Buck Powers	Position:	
Address: 2425 Manatee Avenue East		
City: Bradenton	State: Florida	Zip: 34208
Phone: 941-231-0489	Email: ahitch@tampabay.rr.com	
District Employee: Yes ( ) No (•) Former ( ) Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

Trailer purchase, repair, and related services per the attached scope and specifications. Contracts may be renewed for one (1), three (3) year period.

And shall be performed at the following location(s): District - Services may be performed off site.

Date(s) of Service(s): 05/29/2024 to 06/30/2027 with renewal through 06/30/2030

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an estimated amount of $ 24-0120-KD , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)
( ) flat fee of $.
(•) rate of $ See attached per unit where the unit of measure is See attached .

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line: Various

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: _____

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Various	District	24-0120-KD Kimberlie Dufon

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 29 day of May , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and AG98 Trailer Sales, Inc. (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: AG98 Trailer Sales, Inc.		
Representative: Frank DiPento	Position:	
Address: 455 US-98		
City: Okeechobee	State: Florida	Zip: 34972
Phone: 863-763-3555	Email: ag98frank@gmail.com	
District Employee: Yes ( ) No (•) Former ( ) Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

Trailer purchase, repair, and related services per the attached scope and specifications. Contracts may be renewed for one (1), three (3) year period.

And shall be performed at the following location(s): District - Services may be performed off site.

Date(s) of Service(s): 05/29/2024 to 06/30/2027 with renewal through 06/30/2030

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an estimated amount of $ 24-0120-KD , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)

( ) flat fee of $.

(•) rate of $ See attached per unit where the unit of measure is See attached .

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line: Various

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: _____

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Various	District	24-0120-KD Kimberlie Dufon

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 29 day of May , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and Barry's Enterprises, Inc. DBA Barry's Trailers (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: Barry's Enterprises, Inc. DBA Barry's Trailers		
Representative: Brad Fasold	Position:	
Address: 1801 N Washington Blvd		
City: Sarasota	State: Florida	Zip: 34234
Phone: 941-953-3468	Email: barrystrailerssrq@gmail.com	
District Employee: Yes ( ) No (•) Former ( ) Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

Trailer purchase, repair, and related services per the attached scope and specifications. Contracts may be renewed for one (1), three (3) year period.

And shall be performed at the following location(s): District - Services may be performed off site.

Date(s) of Service(s): 05/29/2024 to 06/30/2027 with renewal through 06/30/2030

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an estimated amount of $ 24-0120-KD , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)

( ) flat fee of $.

(•) rate of $ See attached per unit where the unit of measure is See attached .

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line: Various

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: _____

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Various	District	24-0120-KD Kimberlie Dufon

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 29 day of May , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and Globe Trailers (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: Globe Trailers		
Representative: David Simpkins	Position:	
Address: 3101 59th Drive East		
City: Bradenton	State: Florida	Zip: 34203
Phone: 941-753-2199 Ext 204	Email: david@globetrailers.com	
District Employee: Yes ( ) No (•) Former ( ) Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

Trailer purchase, repair, and related services per the attached scope and specifications. Contracts may be renewed for one (1), three (3) year period.

And shall be performed at the following location(s): District - Services may be performed off site.

Date(s) of Service(s): 05/29/2024 to 06/30/2027 with renewal through 06/30/2030

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an estimated amount of $ 24-0120-KD , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)
( ) flat fee of $.
(•) rate of $ See attached per unit where the unit of measure is See attached .

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line: Various

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: _____

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Various	District	24-0120-KD Kimberlie Dufon

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 29 day of May , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and Skyworks LLC (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: Skyworks LLC		
Representative: Jeff Newman	Position: Owner	
Address: 7580 15th Street East		
City: Sarasota	State: Florida	Zip: 34243
Phone: 941-355-5571	Email: jnewman@skyworksllc.com	
District Employee: Yes ○ No ● Former ○ Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

Trailer purchase, repair, and related services per the attached scope and specifications. Contracts may be renewed for one (1), three (3) year period.

And shall be performed at the following location(s): District - Services may be performed off site.

Date(s) of Service(s): 05/29/2024 to 06/30/2027 with renewal through 06/30/2030

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an estimated amount of $ 24-0120-KD , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)
○ flat fee of $.
● rate of $ See attached per unit where the unit of measure is See attached .

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line: Various

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: _____

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Various	District	24-0120-KD Kimberlie Dufon

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 29 day of May , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and Trailer Depot of Sarasota (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: Trailer Depot of Sarasota		
Representative: Scott McGowan	Position:	
Address: 3015 9th Street West		
City: Bradenton	State: Florida	Zip: 34205
Phone: 941-358-1117	Email: trdepotsarasota@gmail.com	
District Employee: Yes ( ) No (•) Former ( ) Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

Trailer purchase, repair, and related services per the attached scope and specifications. Contracts may be renewed for one (1), three (3) year period.

And shall be performed at the following location(s): District - Services may be performed off site.

Date(s) of Service(s): 05/29/2024 to 06/30/2027 with renewal through 06/30/2030

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an estimated amount of $ 24-0120-KD , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)

( ) flat fee of $.

(•) rate of $ See attached per unit where the unit of measure is See attached .

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line: Various

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: _____

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
AGREEMENT FOR CONTRACTUAL SERVICES

FUNDING SOURCE Budgeted, Federal, Grant, Internal	NAME OF SCHOOL/DEPT.	DISTRICT REPRESENTATIVE
Various	District	24-0120-KD Kimberlie Dufon

Less than $15,000.00	$15,000-$24,999.00	$25,000 - $49,999.99	$50,000 & OVER
Director, Purchasing	Principal, Legal, Deputy Superintendent	Principal, Legal, Deputy Superintendent, & Superintendent	Principal, Legal, Deputy Superintendent, Superintendent & Board Approval

This Agreement entered into this 29 day of May , 20 24 , (Agreement Date) by and between The School District of Manatee County, Florida, a political subdivision of the State of Florida, (District) and Trailer Rentals of Manatee / Florida Trailer Supply (Contractor).

CONTRACTOR: The individuals listed above and below shall serve as the respective representatives for Contractor and District and are hereby authorized to administer this Agreement on behalf of the respective party.

Business Name: Trailer Rentals of Manatee / Florida Trailer Supply		
Representative: Trevor Grech	Position: Owner	
Address: 3201 1st Street		
City: Bradenton	State: Florida	Zip: 34208
Phone: 941-750-0111	Email: barrystrailerssrq@gmail.com	
District Employee: Yes ( ) No (•) Former ( ) Date employment ended if former:		

SCOPE OF WORK:

Contractor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Contractor is/are: {if attached indicate name of attachment}

Trailer purchase, repair, and related services per the attached scope and specifications. Contracts may be renewed for one (1), three (3) year period.

And shall be performed at the following location(s): District - Services may be performed off site.

Date(s) of Service(s): 05/29/2024 to 06/30/2027 with renewal through 06/30/2030

Time(s)/Duration: am/pm to am/pm

LIMIT OF COMPENSATION:

The District has authorized an estimated amount of $ 24-0120-KD , which shall constitute the maximum amount due under this Agreement to the Contractor for service(s) rendered under section two. Agreements exceeding $50,000.00 must be specifically approved by the School Board of Manatee County, Florida.

PAYMENT:

Payment for services shall be (mark one)

( ) flat fee of $.

(•) rate of $ See attached per unit where the unit of measure is See attached .

Payment shall be according to Sections 218.70-218.80, Florida Statutes (LOCAL GOVERNMENT PROMPT PAYMENT ACT). Payments shall be issued only in the name of Contractor. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

To be paid from budget line: Various

TERMS AND CONDITIONS:

1. **COMPLIANCE WITH JESSICA LUNSFORD ACT: C**ontractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.
   For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, addendum A, must be completed and returned with the signed contract where the contractor is performing services on any District property.

2. **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

3. **INDEMNIFICATION:** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4. **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
   (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
   (5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
   (6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

   Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

5. **SOVEREIGN IMMUNITY**: Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by the District.

6. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

7. **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

8. **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

   a. Keep and maintain public records required by District to perform pursuant to the Agreement.

   b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost

provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.

d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

9. **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement.

10. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

11. **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

12. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

13. **WAIVER**: The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

14. **GOVERNING LAW**: This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

15. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

16. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

17. **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 10, Termination for Convenience.

18. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

19. **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	Name of firm, Contact Name, Address
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, PO Box 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

20. **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

21. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material Interest with District.

22. **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

23. **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

24. **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

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

26. **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

27. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

28. **CRIMINAL ACTS:** Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

29. **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 Contractor's employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Contractor. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

30. **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate

termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors or other persons involved in any manner with work pursuant to this Agreement.

31. **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

32. **INVOICE REQUIREMENTS:** The invoice shall contain the following basic information: the Contractor'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.

33. **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts.

34. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY"):** By entering into this Agreement 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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.

    CONTRACTOR E-VERIFY NUMBER: _____

35. **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

36. **LEGAL FEES AND COSTS**: Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

37. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period

provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

38. **FEDERAL GRANTS TERMS AND CONDITIONS:** When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit B and as may be amended from time to time.

39. **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Contractor certifies that Contractor will comply with the record retention requirements detailed in 2 CFR §200.334. Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

40. **EXHIBITS:** The following Exhibits are attached, incorporated, and made a part of this Agreement:

Exhibit A – Contractor Information Form

Exhibit B - Appendix II to Part 200

In the event of a conflict between the terms and conditions provided in the body of this Agreement and any Exhibit, the provisions contained within the body of this Agreement shall prevail unless the term or provision in the Exhibit specifically states that it shall prevail.

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SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24,999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
General Counsel Approved as to Form and Legal Content	Date	Board Chair (over $49,999.99)	Date

EXHIBIT A

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT B

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements
Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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."200.322 Domestic preferences for procurements.

DIRECT NEGOTIATION ON TRAILERS, REPAIR, AND SERVICES, SDMC NO 24-0120-KD

CONTRACT PERIOD: MAY 29, 2024 THROUGH JUNE 30, 2027

FOR BOARD APPROVAL ON MAY 28, 2024

TABULATION OF DIRECT NEGOTIATION ON TRAILERS, REPAIR, AND SERVICES, SDMC NO 24-0120-KD

BIDDERS	Trailer Purchases			
	1. Manufacturer or Catalog Name	**2. Manufacturer or Catalog Name**	**3. Manufacturer or Catalog Name**	**4. Manufacturer or Catalog Name**
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
A and A Trailer Hitch Center	N/A	N/A	N/A	N/A
AG98 Trailer Sales, Inc.	BigTex 0% Markup	Maxx-D 0% Markup	Continental Cargo 0% Markup	Delco 0% Markup
Barry's Enterprises, Inc. DBA Barry's Trailers	Continental 15% Markup 0% Discount	Rolls Axle 15% Markup 0% Discount	Amera Trail 15% Markup 0% Discount	Diamond Cargo 15% Markup 0% Discount
Globe Trailers	Globe Trailers Catalog 2-15% Discount Note 2	N/A	N/A	N/A
Skyworks LLC	Air-Tow 10% Markup	Cronkhite 10% Markup	U-Dump 10% Markup	N/A
Trailer Depot of Sarasota	All Trailers Note 4	N/A	N/A	N/A
Trailer Rentals of Manatee/Florida Trailer Supply	Trailer Parts 20% Discount	Trailer Accessories 20% Discount	Trailer Tires 15% Discount	N/A

BIDDERS	Trailer Purchases			
	5. Manufacturer or Catalog Name	**6. Manufacturer or Catalog Name**	**7. Manufacturer or Catalog Name**	**8. Manufacturer or Catalog Name**
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
A and A Trailer Hitch Center	N/A	N/A	N/A	N/A
AG98 Trailer Sales, Inc.	Aluma 0% Markup	Alcom/Mission 0% Markup	Neckover 0% Markup	CM Truck Beds 0% Markup
Barry's Enterprises, Inc. DBA Barry's Trailers	Quality Cargo 15% Markup 0% Discount	Texas Bragg 15% Markup 0% Discount	Norstar/Iron Bull 15% Markup 0% Discount	Kaufman 15% Markup 0% Discount
Globe Trailers	N/A	N/A	N/A	N/A
Skyworks LLC	N/A	N/A	N/A	N/A
Trailer Depot of Sarasota	N/A	N/A	N/A	N/A
Trailer Rentals of Manatee/Florida Trailer Supply	N/A	N/A	N/A	N/A

TABULATION OF DIRECT NEGOTIATION ON TRAILERS, REPAIR, AND SERVICES, SDMC NO 24-0120-KD

BIDDERS	Trailer Purchases			
	9. Manufacturer or Catalog Name	**10. Manufacturer or Catalog Name**	**11. Manufacturer or Catalog Name**	**12. Manufacturer or Catalog Name**
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
A and A Trailer Hitch Center	N/A	N/A	N/A	N/A
AG98 Trailer Sales, Inc.	GR Trailers 0% Markup	EBY 0% Markup	N/A	N/A
Barry's Enterprises, Inc. DBA Barry's Trailers	N/A	N/A	N/A	N/A
Globe Trailers	N/A	N/A	N/A	N/A
Skyworks LLC	N/A	N/A	N/A	N/A
Trailer Depot of Sarasota	N/A	N/A	N/A	N/A
Trailer Rentals of Manatee/Florida Trailer Supply	N/A	N/A	N/A	N/A

BIDDERS	Trailer Purchases			
	13. Manufacturer or Catalog Name	**14. Manufacturer or Catalog Name**	**15. Manufacturer or Catalog Name**	**16. Manufacturer or Catalog Name**
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
A and A Trailer Hitch Center	N/A	N/A	N/A	N/A
AG98 Trailer Sales, Inc.	N/A	N/A	N/A	N/A
Barry's Enterprises, Inc. DBA Barry's Trailers	N/A	N/A	N/A	N/A
Globe Trailers	N/A	N/A	N/A	N/A
Skyworks LLC	N/A	N/A	N/A	N/A
Trailer Depot of Sarasota	N/A	N/A	N/A	N/A
Trailer Rentals of Manatee/Florida Trailer Supply	N/A	N/A	N/A	N/A

TABULATION OF DIRECT NEGOTIATION ON TRAILERS, REPAIR, AND SERVICES, SDMC NO 24-0120-KD

BIDDERS	Trailer Purchases			
	17. Manufacturer or Catalog Name	**18. After Market Accessories**	**19. Manufacturers not Listed**	**20. Rental of Equipment**
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
A and A Trailer Hitch Center	N/A	N/A	N/A	N/A
AG98 Trailer Sales, Inc.	N/A	0% Markup	0% Markup	0% Markup
Barry's Enterprises, Inc. DBA Barry's Trailers	N/A	N/A	N/A	N/A
Globe Trailers	N/A	10% Markup	10% Markup	N/A
Skyworks LLC	N/A	N/A	N/A	N/A
Trailer Depot of Sarasota	N/A	Various Markup 0% Discount	N/A	N/A
Trailer Rentals of Manatee/Florida Trailer Supply	N/A	N/A	N/A	N/A

BIDDERS	**21. Labor - Repair/Service - At Contractor's Site**	**22. Labor - Repair/Service - Mobile**	**23. Material Markup (Max 15%)**	**24. Use of Subcontractors (Max 10% markup)**
	Per Hour	Per Hour	Per Hour	Per Hour
A and A Trailer Hitch Center	$125.00	N/A	Note 1	N/A
AG98 Trailer Sales, Inc.	Standard $90.00 Welding $125.00	N/A	0.00%	N/A
Barry's Enterprises, Inc. DBA Barry's Trailers	$100.00	N/A	15.00%	N/A
Globe Trailers	$100.00 Note 3	N/A	10.00%	8.00%
Skyworks LLC	$150.00	$150.00	10.00%	10.00%
Trailer Depot of Sarasota	$75.00	N/A	N/A	N/A
Trailer Rentals of Manatee/Florida Trailer Supply	$95.00	N/A	15.00%	N/A

TABULATION OF DIRECT NEGOTIATION ON TRAILERS, REPAIR, AND SERVICES, SDMC NO 24-0120-KD

NOTES:

1. Current Dealer Price
2. See "Manatee County School District's Catalog" attachment. Discount off list price for related parts and Accessories is 2%. Various warranty options available for purchase and are included in the catalog. Delivery fee: $3.75 per loaded mile. Minimum Delivery Charge (if applicable) $400.00. Warranty documents on file.
3. Shop Labor rate and Mechanical work $100.00 per hour.
4. Prices listed are retail for credit card or funds transfer. Check discount of 2%. See price list provided for Magic Tilt, Cargo Craft, etc.

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. 10.13

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Bid on MRO - Maintenance, Repair, and Operating Supplies, SDMC No. 25-0016-KD, Estimated in the Amount of $1,250,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued an invitation to bid (multiple departments and sites) for Maintenance, Repair, and Operating (MRO) Supplies to establish contracts with suppliers located within Manatee and Sarasota Counties, with the option to extend to surrounding counties for in-store pickups and local delivery. Supplies purchased include but are not limited to: electrical panels, electrical parts to include breakers and fuses, lighting fixtures and parts, wire and wiring components, HVAC/R supplies to include compressors, condensing units, evaporators, fan motors, HVAC and refrigeration sensors, refrigerants, duct supplies, hardware, plumbing supplies to include water heaters, pipe, fittings and supply lines, flush valve kits, cabling parts, flexible couplings, plumbing fixture parts and traps, woodworking equipment parts for table saws, band saws, drill presses, planners, miter saws and dust collection systems. Additional supplies and equipment may be purchased on an as needed basis.

This bid is recommended for award to:

- Carrier Enterprise, LLC, East Syracuse, New York, Florida Document No. M01000000008
- Consolidated Electrical Distributors DBA Electrical Wholesalers, Irving Texas, Florida Document No. F01000000019
- Electric Supply, Miami, Florida, Florida Document No. P11000044121
- Fastenal Company, Winona, Minnesota, Florida Document No. F94000000754
- Harden Supply, Sarasota, Florida, Florida Document No. L08000031565
- O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts, Springfield, Missouri, Florida Document No. F01000003101
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of May 29, 2024 through June 30, 2029, with two additional one (1) year renewals through June 30, 2031.

Historical Expenditures are as follows:

- YTD 2023-2024 $940,374.15
- 2022-2023 $1,097,974.02
- 2021-2022 $948,531.70

Approval of this bid and agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow on an as-needed basis throughout the contract period.

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 the bid on MRO - Maintenance, Repair, and Operating Supplies,

SDMC No. 25-0016-KD, estimated in the amount of $1,250,000.00 annually (multiple funding sources).

Financial Impact
The funding source for this annually estimated expenditure is General, Capital, and other District funds as needed and is included in the approved budgets for 2023-2024.

Contact
Submitting Departments: Maintenance and Operations
Initiated By: Todd Henson

Attachments:
250016t
250016 Contract of Award with Exhibits Carrrier Enterprise
250016 Contract of Award with Exhibits CED Electrical Wholesalers
250016 Contract of Award with Exhibits Electric Supply
250016 Contract of Award with Exhibits Fastenal Company.pdf
250016 Contract of Award with Exhibits Harden Supply
250016 Contract of Award with Exhibits O'Reilly Auto

NOTICE OF INTENT TO AWARD

BID ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES - LOCAL, SDMC No. 25-0016-KD

CONTRACT PERIOD: MAY 29, 2024 - JUNE 30, 2029

BOARD APPROVAL ON MAY 28, 2024

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	ITEM 1.	
	MRO Inventory Discount	MRO Inventory Mark Up
Carrier Enterprise, LLC	30-70%	
Consolidated Electrical Distributors DBA Electrical Wholesalers		18%
Electric Supply		5-25%
Fastenal Company		20-50% Note 1
Harden Supply		10%
O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts	O'Reilly List Price less 41% or more	

Notes:

1) Abrasives 25%
Adhesives, Sealants, and Tape 25%
Cutting Tools and Metalworking 25%
Electrical 25%
Electronics and Batteries 25%
Fasteners 50%
Fleet and Automotive 50%
HVAC and Refrigeration 25%
Filters 35%
Hardware and Building Supplies 30%
Hydraulics 25%
Janitorial and Cleaning 30%
Restroom Supplies 40%
Trash Cans and Liners 35%
Wipers, Towels, and Rags 40%
Lighting 30%
Lubricants, Coolants, and Fluids 25%
Machinery 25%
Material Handling, Lifting, and Rigging 25%
Motors 25%
Office and Breakroom Supplies 20%
Outdoor Products and Equipment 25%
Packaging and Shipping Products 25%
Paint and Painting Supplies 25%
Plumbing 30%
Pneumatics 25%
Power Transmission 25%
Pumps 20%
Raw Materials 20%
Safety 25%
Hand and Arm Protection 32%
Sealing 25%
Security 25%
Test and Measurement 25%
Tools and Equipment 25%
Corded Power Tools 20%
Cordless Power Tools 20%
Welding 25%

"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."

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	Contact Information	
	Inside Sales Rep	Outside Customer Service Rep
Carrier Enterprise 6412 Parkland Drive Sarasota, Florida 34243		Keith Russell 727-269-9437 keith.russell@carrierenterprise.com
CED DBA Electrical Wholesalers 2240 Whitfield Industrial Way Sarasota, Florida 34243	Craig Huffman 941-243-3969 c.huffman@ewsarasota.com	Jon Fox 941-243-3969 jonathan.fox@ewsarasota.com
Electric Supply 6204 28th Street East Bradenton, Florida 34203	Justin Albritton 941-342-8801 jalbritton@electricsupplyus.com	Chris Wilson 941-468-8122 cwilson@electricsupplyus.com
Harden Supply 6751 Whitfield Ind. Ave Sarasota, Florida 34243	Brett Harden 941-751-2712 brett.harden@hardensupply.com	
O'Reilly Automotive Stores DBA O'Reilly Auto Parts 2805 1st Street East Bradenton, Florida 34208 Several other locations available	Jack Perkins, Store Manager, and Team Members 941-748-1812 941-747-5752 purchaseorders@oreillyauto.com	Nick Heimann 941-223-4277 probids@oreillyauto.com

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 25-0016-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Carrier Enterprise, LLC (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Maintenance, Repair, and Operating Supplies - LOCAL, **SDMC No.** 25-0016-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from May 29, 2024 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor'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.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee

County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon

request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

4.19 **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern

Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors

List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention

requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 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.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 Ext. 41204	EMAIL dufonk@manateeschools.net
TYPE OR PRINT NAME Kimberlie Dufon	TITLE Buyer

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
t		Board Chair (over $49,999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email address: dufonk@manateeschools.net	**DATE ISSUED: April 5, 2024**	
TITLE: MRO – Maintenance, Repair, and Operating Supplies – Local	**NUMBER: 25-0016-KD**	**SUBMITTAL DEADLINE: May 7, 2024 @ 3:00 PM**
PRE-PROPOSAL CONFERENCE – N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: April 17, 2024		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish providers for the purchase of maintenance repair and operation (MRO) supplies from suppliers located within Manatee and Sarasota Counties for in-store pickups and local delivery. The District may also choose to award to suppliers located in the surrounding counties, at its sole discretion.

The District intends to award this solicitation to multiple suppliers, as best meets the needs of the District. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these products/services that best meets its needs. This may include but is not limited to pricing, product variety, scheduling, etc.

Since no one supplier can provide the total needs of the District's MRO supplies, an award may be made to each bidder who responds to this invitation, who publishes a catalog; produces a manufacturer's or dealer's published price list, or some form of a documented verifiable price structure. Awarded bidders shall be in a favorable position to compete for the District's business. Purchases may be made by District staff at a brick and mortar location within Manatee or Sarasota County on an as needed basis. Orders may be placed to awarded Contractors via purchase orders or P Cards and will be in-store pickups or local delivery.

Specifications and the quality standards of service are set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid. It is not possible to predict the volume of sales any one vendor might receive from this bid. The decision to order from a specific Contractor belongs to District personnel. No guarantee is made or implied as to the actual total dollar amount of purchases that may be purchased as a result of this bid. Due to various circumstances, order volume may increase or decrease throughout the contract period.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed pricing on items awarded, as specified in this Solicitation. Contract period commences on **July 1, 2024 through June 30, 2029**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

PRICING:
Prices shall be submitted in the form of a firm mark-up or percentage (%) discount from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, by category, retail price list, or other form of a documented verifiable price structure. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

CATALOGS:
Contractors must provide copies of the current catalog pricing, established manufacturer's price list, etc. upon request by the District to be used for verification of the percentage discount.

PRODUCT CATEGORIES:
This Invitation to Bid is to establish an agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather a general description and not to be limited within the category. These are standard use in the residential, commercial, and industrial environments.

CATEGORY 1: BATTERY, CONSUMABLES, OTHER
Dry cell and wet cell batteries, lubricants, tapes, all other consumable materials.

CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

CATEGORY 3: ELECTRICAL
Electrical supplies- Breakers, conduit, fuses, wire, switches, cable, tools and accessories.

CATEGORY 4: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), anchors, hinges, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, weatherization products, and all ancillary supplies, tools, and components.

CATEGORY 5: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, ice machines and parts, fans, and all ancillary supplies, tools, and components.

CATEGORY 6: MOTORS, PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

CATEGORY 7: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

CATEGORY 8: TOOLS, GENERAL PURPOSE, HAND-HELD
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

INCENTIVE PROGRAMS:
The Manatee County School District is requesting that bidder's submit incentive programs, if available. Bids shall include detailed information describing the programs being offered. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, education programs, etc. All programs offered will be considered and evaluated.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

CATALOG NAME OR PRICE LIST	**DISCOUNT (0-100%) OR MARKUP (0-25%)**
ONLY SELECT ONE – DISCOUNT OR MARKUP	
1. MRO – INVENTORY	**_____% Discount OR _____% Markup**

_____ (_____)_____
Outside Sales Representative **Telephone Number**

_____
Email Address

_____ (_____)_____
Inside Customer Service Representative **Telephone Number**

_____
Email Address

Company Name:_____

Store address: _____

_____**, FL** _____

Store front within Manatee County _____ and/or Sarasota County _____ Surrounding County _____
(County Name)

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control.
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
c) The effect on pricing or availability of supply is substantial.
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner,

affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.
9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    - 9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

April 5, 2024	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
April 17, 2024	Questions/Clarifications due
April 22, 2024	Addenda posted to the e-procurement service website (www.myvendorlink.com).
May 7, 2024	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*May 10, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 13, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*June 11, 2024	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 25-0016-KD Title: MRO – Maintenance, Repair, and Operating Supplies - Local

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check your company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I

BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 Current as of 1-9-17 11 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 18, 2024

ADDENDUM No. I

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Prices shall be submitted in the form of a **mark-up from cost or firm percentage (%) discount** from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, some form of a documented inventory with verifiable price structure/retail list. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 30, 2024

ADDENDUM No. 2

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Change 1 - Page 4:
Contract period commences on May 29, 2024 through June 30, 2029.

Change 2 - Page 13 – Key Events & Dates:

*May 8, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 8, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*May 28, 2024	School Board Award of Bid

Addition 1: Return "Attachment 1: 25-0016 Contract of Award Agreement" signed with bid response.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES - LOCAL, SDMC No. 25-0016-KD

CONTRACT PERIOD: MAY 29, 2024 - JUNE 30, 2029

BOARD APPROVAL ON MAY 28, 2024

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	ITEM 1.	
	MRO Inventory Discount	MRO Inventory Mark Up
Carrier Enterprise, LLC	30-70%	
Consolidated Electrical Distributors DBA Electrical Wholesalers		18%
Electric Supply		5-25%
Fastenal Company		20-50% Note 1
Harden Supply		10%
O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts	O'Reilly List Price less 41% or more	

Notes:

1) Abrasives 25%
Adhesives, Sealants, and Tape 25%
Cutting Tools and Metalworking 25%
Electrical 25%
Electronics and Batteries 25%
Fasteners 50%
Fleet and Automotive 50%
HVAC and Refrigeration 25%
Filters 35%
Hardware and Building Supplies 30%
Hydraulics 25%
Janitorial and Cleaning 30%
Restroom Supplies 40%
Trash Cans and Liners 35%
Wipers, Towels, and Rags 40%
Lighting 30%
Lubricants, Coolants, and Fluids 25%
Machinery 25%
Material Handling, Lifting, and Rigging 25%
Motors 25%
Office and Breakroom Supplies 20%
Outdoor Products and Equipment 25%
Packaging and Shipping Products 25%
Paint and Painting Supplies 25%
Plumbing 30%
Pneumatics 25%
Power Transmission 25%
Pumps 20%
Raw Materials 20%
Safety 25%
Hand and Arm Protection 32%
Sealing 25%
Security 25%
Test and Measurement 25%
Tools and Equipment 25%
Corded Power Tools 20%
Cordless Power Tools 20%
Welding 25%

"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."

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	Contact Information	
	Inside Sales Rep	Outside Customer Service Rep
Carrier Enterprise 6412 Parkland Drive Sarasota, Florida 34243		Keith Russell 727-269-9437 keith.russell@carrierenterprise.com
CED DBA Electrical Wholesalers 2240 Whitfield Industrial Way Sarasota, Florida 34243	Craig Huffman 941-243-3969 c.huffman@ewsarasota.com	Jon Fox 941-243-3969 jonathan.fox@ewsarasota.com
Electric Supply 6204 28th Street East Bradenton, Florida 34203	Justin Albritton 941-342-8801 jalbritton@electricsupplyus.com	Chris Wilson 941-468-8122 cwilson@electricsupplyus.com
Harden Supply 6751 Whitfield Ind. Ave Sarasota, Florida 34243	Brett Harden 941-751-2712 brett.harden@hardensupply.com	
O'Reilly Automotive Stores DBA O'Reilly Auto Parts 2805 1st Street East Bradenton, Florida 34208 Several other locations available	Jack Perkins, Store Manager, and Team Members 941-748-1812 941-747-5752 purchaseorders@oreillyauto.com	Nick Heimann 941-223-4277 probids@oreillyauto.com

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 25-0016-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Consolidated Electrical Distributors DBA Electrical Wholesalers (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Maintenance, Repair, and Operating Supplies - LOCAL, **SDMC No.** 25-0016-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from May 29, 2024 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor'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.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee

County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon

request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

4.19 **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern

Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors

List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention

requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 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.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 Ext. 41204	EMAIL dufonk@manateeschools.net
TYPE OR PRINT NAME Kimberlie Dufon	TITLE Buyer

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
t		Board Chair (over $49,999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email address: dufonk@manateeschools.net	**DATE ISSUED: April 5, 2024**	
TITLE: MRO – Maintenance, Repair, and Operating Supplies – Local	**NUMBER: 25-0016-KD**	**SUBMITTAL DEADLINE: May 7, 2024 @ 3:00 PM**
PRE-PROPOSAL CONFERENCE – N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: April 17, 2024		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish providers for the purchase of maintenance repair and operation (MRO) supplies from suppliers located within Manatee and Sarasota Counties for in-store pickups and local delivery. The District may also choose to award to suppliers located in the surrounding counties, at its sole discretion.

The District intends to award this solicitation to multiple suppliers, as best meets the needs of the District. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these products/services that best meets its needs. This may include but is not limited to pricing, product variety, scheduling, etc.

Since no one supplier can provide the total needs of the District's MRO supplies, an award may be made to each bidder who responds to this invitation, who publishes a catalog; produces a manufacturer's or dealer's published price list, or some form of a documented verifiable price structure. Awarded bidders shall be in a favorable position to compete for the District's business. Purchases may be made by District staff at a brick and mortar location within Manatee or Sarasota County on an as needed basis. Orders may be placed to awarded Contractors via purchase orders or P Cards and will be in-store pickups or local delivery.

Specifications and the quality standards of service are set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid. It is not possible to predict the volume of sales any one vendor might receive from this bid. The decision to order from a specific Contractor belongs to District personnel. No guarantee is made or implied as to the actual total dollar amount of purchases that may be purchased as a result of this bid. Due to various circumstances, order volume may increase or decrease throughout the contract period.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed pricing on items awarded, as specified in this Solicitation. Contract period commences on **July 1, 2024 through June 30, 2029**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

PRICING:
Prices shall be submitted in the form of a firm mark-up or percentage (%) discount from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, by category, retail price list, or other form of a documented verifiable price structure. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

CATALOGS:
Contractors must provide copies of the current catalog pricing, established manufacturer's price list, etc. upon request by the District to be used for verification of the percentage discount.

PRODUCT CATEGORIES:
This Invitation to Bid is to establish an agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather a general description and not to be limited within the category. These are standard use in the residential, commercial, and industrial environments.

CATEGORY 1: BATTERY, CONSUMABLES, OTHER
Dry cell and wet cell batteries, lubricants, tapes, all other consumable materials.

CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

CATEGORY 3: ELECTRICAL
Electrical supplies- Breakers, conduit, fuses, wire, switches, cable, tools and accessories.

CATEGORY 4: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), anchors, hinges, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, weatherization products, and all ancillary supplies, tools, and components.

CATEGORY 5: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, ice machines and parts, fans, and all ancillary supplies, tools, and components.

CATEGORY 6: MOTORS, PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

CATEGORY 7: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

CATEGORY 8: TOOLS, GENERAL PURPOSE, HAND-HELD
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

INCENTIVE PROGRAMS:
The Manatee County School District is requesting that bidder's submit incentive programs, if available. Bids shall include detailed information describing the programs being offered. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, education programs, etc. All programs offered will be considered and evaluated.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

CATALOG NAME OR PRICE LIST	**DISCOUNT (0-100%) OR MARKUP (0-25%)**
ONLY SELECT ONE – DISCOUNT OR MARKUP	
1. MRO – INVENTORY	**_____% Discount OR _____% Markup**

_____ (_____)_____
Outside Sales Representative **Telephone Number**

_____
Email Address

_____ (_____)_____
Inside Customer Service Representative **Telephone Number**

_____
Email Address

Company Name:_____

Store address: _____

_____**, FL** _____

Store front within Manatee County _____ and/or Sarasota County _____ Surrounding County _____
(County Name)

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control.
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
c) The effect on pricing or availability of supply is substantial.
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner,

affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.
9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    - 9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

April 5, 2024	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
April 17, 2024	Questions/Clarifications due
April 22, 2024	Addenda posted to the e-procurement service website (www.myvendorlink.com).
May 7, 2024	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*May 10, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 13, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*June 11, 2024	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 25-0016-KD Title: MRO – Maintenance, Repair, and Operating Supplies - Local

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check your company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I

BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 Current as of 1-9-17 11 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 18, 2024

ADDENDUM No. I

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Prices shall be submitted in the form of a **mark-up from cost or firm percentage (%) discount** from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, some form of a documented inventory with verifiable price structure/retail list. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 30, 2024

ADDENDUM No. 2

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Change 1 - Page 4:
Contract period commences on May 29, 2024 through June 30, 2029.

Change 2 - Page 13 – Key Events & Dates:

*May 8, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 8, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*May 28, 2024	School Board Award of Bid

Addition 1: Return "Attachment 1: 25-0016 Contract of Award Agreement" signed with bid response.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES - LOCAL, SDMC No. 25-0016-KD

CONTRACT PERIOD: MAY 29, 2024 - JUNE 30, 2029

BOARD APPROVAL ON MAY 28, 2024

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	ITEM 1.	
	MRO Inventory Discount	MRO Inventory Mark Up
Carrier Enterprise, LLC	30-70%	
Consolidated Electrical Distributors DBA Electrical Wholesalers		18%
Electric Supply		5-25%
Fastenal Company		20-50% Note 1
Harden Supply		10%
O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts	O'Reilly List Price less 41% or more	

Notes:
1) Abrasives 25%
Adhesives, Sealants, and Tape 25%
Cutting Tools and Metalworking 25%
Electrical 25%
Electronics and Batteries 25%
Fasteners 50%
Fleet and Automotive 50%
HVAC and Refrigeration 25%
Filters 35%
Hardware and Building Supplies 30%
Hydraulics 25%
Janitorial and Cleaning 30%
Restroom Supplies 40%
Trash Cans and Liners 35%
Wipers, Towels, and Rags 40%
Lighting 30%
Lubricants, Coolants, and Fluids 25%
Machinery 25%
Material Handling, Lifting, and Rigging 25%
Motors 25%
Office and Breakroom Supplies 20%
Outdoor Products and Equipment 25%
Packaging and Shipping Products 25%
Paint and Painting Supplies 25%
Plumbing 30%
Pneumatics 25%
Power Transmission 25%
Pumps 20%
Raw Materials 20%
Safety 25%
Hand and Arm Protection 32%
Sealing 25%
Security 25%
Test and Measurement 25%
Tools and Equipment 25%
Corded Power Tools 20%
Cordless Power Tools 20%
Welding 25%

"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."

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	Contact Information	
	Inside Sales Rep	Outside Customer Service Rep
Carrier Enterprise 6412 Parkland Drive Sarasota, Florida 34243		Keith Russell 727-269-9437 keith.russell@carrierenterprise.com
CED DBA Electrical Wholesalers 2240 Whitfield Industrial Way Sarasota, Florida 34243	Craig Huffman 941-243-3969 c.huffman@ewsarasota.com	Jon Fox 941-243-3969 jonathan.fox@ewsarasota.com
Electric Supply 6204 28th Street East Bradenton, Florida 34203	Justin Albritton 941-342-8801 jalbritton@electricsupplyus.com	Chris Wilson 941-468-8122 cwilson@electricsupplyus.com
Harden Supply 6751 Whitfield Ind. Ave Sarasota, Florida 34243	Brett Harden 941-751-2712 brett.harden@hardensupply.com	
O'Reilly Automotive Stores DBA O'Reilly Auto Parts 2805 1st Street East Bradenton, Florida 34208 Several other locations available	Jack Perkins, Store Manager, and Team Members 941-748-1812 941-747-5752 purchaseorders@oreillyauto.com	Nick Heimann 941-223-4277 probids@oreillyauto.com

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 25-0016-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Electric Supply _____ (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Maintenance, Repair, and Operating Supplies - LOCAL, **SDMC No.** 25-0016-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from May 29, 2024 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor'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.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee

County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon

request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

4.19 **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern

Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors

List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention

requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 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.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 Ext. 41204	EMAIL dufonk@manateeschools.net
TYPE OR PRINT NAME Kimberlie Dufon	TITLE Buyer

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
t		Board Chair (over $49,999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email address: dufonk@manateeschools.net	**DATE ISSUED: April 5, 2024**	
TITLE: MRO – Maintenance, Repair, and Operating Supplies – Local	**NUMBER: 25-0016-KD**	**SUBMITTAL DEADLINE: May 7, 2024 @ 3:00 PM**
PRE-PROPOSAL CONFERENCE – N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: April 17, 2024		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish providers for the purchase of maintenance repair and operation (MRO) supplies from suppliers located within Manatee and Sarasota Counties for in-store pickups and local delivery. The District may also choose to award to suppliers located in the surrounding counties, at its sole discretion.

The District intends to award this solicitation to multiple suppliers, as best meets the needs of the District. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these products/services that best meets its needs. This may include but is not limited to pricing, product variety, scheduling, etc.

Since no one supplier can provide the total needs of the District's MRO supplies, an award may be made to each bidder who responds to this invitation, who publishes a catalog; produces a manufacturer's or dealer's published price list, or some form of a documented verifiable price structure. Awarded bidders shall be in a favorable position to compete for the District's business. Purchases may be made by District staff at a brick and mortar location within Manatee or Sarasota County on an as needed basis. Orders may be placed to awarded Contractors via purchase orders or P Cards and will be in-store pickups or local delivery.

Specifications and the quality standards of service are set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid. It is not possible to predict the volume of sales any one vendor might receive from this bid. The decision to order from a specific Contractor belongs to District personnel. No guarantee is made or implied as to the actual total dollar amount of purchases that may be purchased as a result of this bid. Due to various circumstances, order volume may increase or decrease throughout the contract period.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed pricing on items awarded, as specified in this Solicitation. Contract period commences on **July 1, 2024 through June 30, 2029**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

PRICING:
Prices shall be submitted in the form of a firm mark-up or percentage (%) discount from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, by category, retail price list, or other form of a documented verifiable price structure. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

CATALOGS:
Contractors must provide copies of the current catalog pricing, established manufacturer's price list, etc. upon request by the District to be used for verification of the percentage discount.

PRODUCT CATEGORIES:
This Invitation to Bid is to establish an agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather a general description and not to be limited within the category. These are standard use in the residential, commercial, and industrial environments.

CATEGORY 1: BATTERY, CONSUMABLES, OTHER
Dry cell and wet cell batteries, lubricants, tapes, all other consumable materials.

CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

CATEGORY 3: ELECTRICAL
Electrical supplies- Breakers, conduit, fuses, wire, switches, cable, tools and accessories.

CATEGORY 4: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), anchors, hinges, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, weatherization products, and all ancillary supplies, tools, and components.

CATEGORY 5: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, ice machines and parts, fans, and all ancillary supplies, tools, and components.

CATEGORY 6: MOTORS, PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

CATEGORY 7: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

CATEGORY 8: TOOLS, GENERAL PURPOSE, HAND-HELD
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

INCENTIVE PROGRAMS:
The Manatee County School District is requesting that bidder's submit incentive programs, if available. Bids shall include detailed information describing the programs being offered. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, education programs, etc. All programs offered will be considered and evaluated.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

CATALOG NAME OR PRICE LIST	**DISCOUNT (0-100%) OR MARKUP (0-25%)**
ONLY SELECT ONE – DISCOUNT OR MARKUP	
1. MRO – INVENTORY	**_____% Discount OR _____% Markup**

_____ (_____)_____
Outside Sales Representative **Telephone Number**

_____
Email Address

_____ (_____)_____
Inside Customer Service Representative **Telephone Number**

_____
Email Address

Company Name:_____

Store address: _____

_____**, FL** _____

Store front within Manatee County _____ and/or Sarasota County _____ Surrounding County _____
(County Name)

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control.
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
c) The effect on pricing or availability of supply is substantial.
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner,

affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.
9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    - 9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

April 5, 2024	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
April 17, 2024	Questions/Clarifications due
April 22, 2024	Addenda posted to the e-procurement service website (www.myvendorlink.com).
May 7, 2024	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*May 10, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 13, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*June 11, 2024	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 25-0016-KD Title: MRO – Maintenance, Repair, and Operating Supplies - Local

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check your company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I

BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 Current as of 1-9-17 11 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 18, 2024

ADDENDUM No. I

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Prices shall be submitted in the form of a **mark-up from cost or firm percentage (%) discount** from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, some form of a documented inventory with verifiable price structure/retail list. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 30, 2024

ADDENDUM No. 2

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Change 1 - Page 4:
Contract period commences on May 29, 2024 through June 30, 2029.

Change 2 - Page 13 – Key Events & Dates:

*May 8, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 8, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*May 28, 2024	School Board Award of Bid

Addition 1: Return "Attachment 1: 25-0016 Contract of Award Agreement" signed with bid response.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES - LOCAL, SDMC No. 25-0016-KD

CONTRACT PERIOD: MAY 29, 2024 - JUNE 30, 2029

BOARD APPROVAL ON MAY 28, 2024

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	ITEM 1.	
	MRO Inventory Discount	MRO Inventory Mark Up
Carrier Enterprise, LLC	30-70%	
Consolidated Electrical Distributors DBA Electrical Wholesalers		18%
Electric Supply		5-25%
Fastenal Company		20-50% Note 1
Harden Supply		10%
O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts	O'Reilly List Price less 41% or more	

Notes:
1) Abrasives 25%
Adhesives, Sealants, and Tape 25%
Cutting Tools and Metalworking 25%
Electrical 25%
Electronics and Batteries 25%
Fasteners 50%
Fleet and Automotive 50%
HVAC and Refrigeration 25%
Filters 35%
Hardware and Building Supplies 30%
Hydraulics 25%
Janitorial and Cleaning 30%
Restroom Supplies 40%
Trash Cans and Liners 35%
Wipers, Towels, and Rags 40%
Lighting 30%
Lubricants, Coolants, and Fluids 25%
Machinery 25%
Material Handling, Lifting, and Rigging 25%
Motors 25%
Office and Breakroom Supplies 20%
Outdoor Products and Equipment 25%
Packaging and Shipping Products 25%
Paint and Painting Supplies 25%
Plumbing 30%
Pneumatics 25%
Power Transmission 25%
Pumps 20%
Raw Materials 20%
Safety 25%
Hand and Arm Protection 32%
Sealing 25%
Security 25%
Test and Measurement 25%
Tools and Equipment 25%
Corded Power Tools 20%
Cordless Power Tools 20%
Welding 25%

"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."

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	Contact Information	
	Inside Sales Rep	Outside Customer Service Rep
Carrier Enterprise 6412 Parkland Drive Sarasota, Florida 34243		Keith Russell 727-269-9437 keith.russell@carrierenterprise.com
CED DBA Electrical Wholesalers 2240 Whitfield Industrial Way Sarasota, Florida 34243	Craig Huffman 941-243-3969 c.huffman@ewsarasota.com	Jon Fox 941-243-3969 jonathan.fox@ewsarasota.com
Electric Supply 6204 28th Street East Bradenton, Florida 34203	Justin Albritton 941-342-8801 jalbritton@electricsupplyus.com	Chris Wilson 941-468-8122 cwilson@electricsupplyus.com
Harden Supply 6751 Whitfield Ind. Ave Sarasota, Florida 34243	Brett Harden 941-751-2712 brett.harden@hardensupply.com	
O'Reilly Automotive Stores DBA O'Reilly Auto Parts 2805 1st Street East Bradenton, Florida 34208 Several other locations available	Jack Perkins, Store Manager, and Team Members 941-748-1812 941-747-5752 purchaseorders@oreillyauto.com	Nick Heimann 941-223-4277 probids@oreillyauto.com

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 25-0016-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Fastenal Company (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Maintenance, Repair, and Operating Supplies - LOCAL, **SDMC No.** 25-0016-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from May 29, 2024 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor'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.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee

County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon

request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

4.19 **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern

Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors

List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention

requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 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.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 Ext. 41204	EMAIL dufonk@manateeschools.net
TYPE OR PRINT NAME Kimberlie Dufon	TITLE Buyer

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
t		Board Chair (over $49,999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email address: dufonk@manateeschools.net	**DATE ISSUED: April 5, 2024**	
TITLE: MRO – Maintenance, Repair, and Operating Supplies – Local	**NUMBER: 25-0016-KD**	**SUBMITTAL DEADLINE: May 7, 2024 @ 3:00 PM**
PRE-PROPOSAL CONFERENCE – N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: April 17, 2024		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish providers for the purchase of maintenance repair and operation (MRO) supplies from suppliers located within Manatee and Sarasota Counties for in-store pickups and local delivery. The District may also choose to award to suppliers located in the surrounding counties, at its sole discretion.

The District intends to award this solicitation to multiple suppliers, as best meets the needs of the District. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these products/services that best meets its needs. This may include but is not limited to pricing, product variety, scheduling, etc.

Since no one supplier can provide the total needs of the District's MRO supplies, an award may be made to each bidder who responds to this invitation, who publishes a catalog; produces a manufacturer's or dealer's published price list, or some form of a documented verifiable price structure. Awarded bidders shall be in a favorable position to compete for the District's business. Purchases may be made by District staff at a brick and mortar location within Manatee or Sarasota County on an as needed basis. Orders may be placed to awarded Contractors via purchase orders or P Cards and will be in-store pickups or local delivery.

Specifications and the quality standards of service are set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid. It is not possible to predict the volume of sales any one vendor might receive from this bid. The decision to order from a specific Contractor belongs to District personnel. No guarantee is made or implied as to the actual total dollar amount of purchases that may be purchased as a result of this bid. Due to various circumstances, order volume may increase or decrease throughout the contract period.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed pricing on items awarded, as specified in this Solicitation. Contract period commences on **July 1, 2024 through June 30, 2029**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

PRICING:
Prices shall be submitted in the form of a firm mark-up or percentage (%) discount from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, by category, retail price list, or other form of a documented verifiable price structure. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

CATALOGS:
Contractors must provide copies of the current catalog pricing, established manufacturer's price list, etc. upon request by the District to be used for verification of the percentage discount.

PRODUCT CATEGORIES:
This Invitation to Bid is to establish an agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather a general description and not to be limited within the category. These are standard use in the residential, commercial, and industrial environments.

CATEGORY 1: BATTERY, CONSUMABLES, OTHER
Dry cell and wet cell batteries, lubricants, tapes, all other consumable materials.

CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

CATEGORY 3: ELECTRICAL
Electrical supplies- Breakers, conduit, fuses, wire, switches, cable, tools and accessories.

CATEGORY 4: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), anchors, hinges, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, weatherization products, and all ancillary supplies, tools, and components.

CATEGORY 5: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, ice machines and parts, fans, and all ancillary supplies, tools, and components.

CATEGORY 6: MOTORS, PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

CATEGORY 7: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

CATEGORY 8: TOOLS, GENERAL PURPOSE, HAND-HELD
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

INCENTIVE PROGRAMS:
The Manatee County School District is requesting that bidder's submit incentive programs, if available. Bids shall include detailed information describing the programs being offered. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, education programs, etc. All programs offered will be considered and evaluated.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

CATALOG NAME OR PRICE LIST	**DISCOUNT (0-100%) OR MARKUP (0-25%)**
ONLY SELECT ONE – DISCOUNT OR MARKUP	
1. MRO – INVENTORY	**_____% Discount OR _____% Markup**

_____ (_____)_____
Outside Sales Representative **Telephone Number**

_____
Email Address

_____ (_____)_____
Inside Customer Service Representative **Telephone Number**

_____
Email Address

Company Name:_____

Store address: _____

_____**, FL** _____

Store front within Manatee County _____ and/or Sarasota County _____ Surrounding County _____
(County Name)

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control.
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
c) The effect on pricing or availability of supply is substantial.
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner,

affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.
9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    - 9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

April 5, 2024	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
April 17, 2024	Questions/Clarifications due
April 22, 2024	Addenda posted to the e-procurement service website (www.myvendorlink.com).
May 7, 2024	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*May 10, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 13, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*June 11, 2024	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 25-0016-KD Title: MRO – Maintenance, Repair, and Operating Supplies - Local

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check your company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I

BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 Current as of 1-9-17 11 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 18, 2024

ADDENDUM No. I

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Prices shall be submitted in the form of a **mark-up from cost or firm percentage (%) discount** from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, some form of a documented inventory with verifiable price structure/retail list. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Gina Messenger
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 30, 2024

ADDENDUM No. 2

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Change 1 - Page 4:
Contract period commences on May 29, 2024 through June 30, 2029.

Change 2 - Page 13 – Key Events & Dates:

*May 8, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 8, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*May 28, 2024	School Board Award of Bid

Addition 1: Return "Attachment 1: 25-0016 Contract of Award Agreement" signed with bid response.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES - LOCAL, SDMC No. 25-0016-KD

CONTRACT PERIOD: MAY 29, 2024 - JUNE 30, 2029

BOARD APPROVAL ON MAY 28, 2024

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	ITEM 1.	
	MRO Inventory Discount	MRO Inventory Mark Up
Carrier Enterprise, LLC	30-70%	
Consolidated Electrical Distributors DBA Electrical Wholesalers		18%
Electric Supply		5-25%
Fastenal Company		20-50% Note 1
Harden Supply		10%
O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts	O'Reilly List Price less 41% or more	

Notes:
1) Abrasives 25%
Adhesives, Sealants, and Tape 25%
Cutting Tools and Metalworking 25%
Electrical 25%
Electronics and Batteries 25%
Fasteners 50%
Fleet and Automotive 50%
HVAC and Refrigeration 25%
Filters 35%
Hardware and Building Supplies 30%
Hydraulics 25%
Janitorial and Cleaning 30%
Restroom Supplies 40%
Trash Cans and Liners 35%
Wipers, Towels, and Rags 40%
Lighting 30%
Lubricants, Coolants, and Fluids 25%
Machinery 25%
Material Handling, Lifting, and Rigging 25%
Motors 25%
Office and Breakroom Supplies 20%
Outdoor Products and Equipment 25%
Packaging and Shipping Products 25%
Paint and Painting Supplies 25%
Plumbing 30%
Pneumatics 25%
Power Transmission 25%
Pumps 20%
Raw Materials 20%
Safety 25%
Hand and Arm Protection 32%
Sealing 25%
Security 25%
Test and Measurement 25%
Tools and Equipment 25%
Corded Power Tools 20%
Cordless Power Tools 20%
Welding 25%

"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."

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	Contact Information	
	Inside Sales Rep	Outside Customer Service Rep
Carrier Enterprise 6412 Parkland Drive Sarasota, Florida 34243		Keith Russell 727-269-9437 keith.russell@carrierenterprise.com
CED DBA Electrical Wholesalers 2240 Whitfield Industrial Way Sarasota, Florida 34243	Craig Huffman 941-243-3969 c.huffman@ewsarasota.com	Jon Fox 941-243-3969 jonathan.fox@ewsarasota.com
Electric Supply 6204 28th Street East Bradenton, Florida 34203	Justin Albritton 941-342-8801 jalbritton@electricsupplyus.com	Chris Wilson 941-468-8122 cwilson@electricsupplyus.com
Harden Supply 6751 Whitfield Ind. Ave Sarasota, Florida 34243	Brett Harden 941-751-2712 brett.harden@hardensupply.com	
O'Reilly Automotive Stores DBA O'Reilly Auto Parts 2805 1st Street East Bradenton, Florida 34208 Several other locations available	Jack Perkins, Store Manager, and Team Members 941-748-1812 941-747-5752 purchaseorders@oreillyauto.com	Nick Heimann 941-223-4277 probids@oreillyauto.com

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 25-0016-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Harden Supply (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Maintenance, Repair, and Operating Supplies - LOCAL, **SDMC No.** 25-0016-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from May 29, 2024 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor'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.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee

County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon

request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

4.19 **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern

Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors

List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention

requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 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.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 Ext. 41204	EMAIL dufonk@manateeschools.net
TYPE OR PRINT NAME Kimberlie Dufon	TITLE Buyer

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
t		Board Chair (over $49,999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email address: dufonk@manateeschools.net	**DATE ISSUED: April 5, 2024**	
TITLE: MRO – Maintenance, Repair, and Operating Supplies – Local	**NUMBER: 25-0016-KD**	**SUBMITTAL DEADLINE: May 7, 2024 @ 3:00 PM**
PRE-PROPOSAL CONFERENCE – N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: April 17, 2024		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish providers for the purchase of maintenance repair and operation (MRO) supplies from suppliers located within Manatee and Sarasota Counties for in-store pickups and local delivery. The District may also choose to award to suppliers located in the surrounding counties, at its sole discretion.

The District intends to award this solicitation to multiple suppliers, as best meets the needs of the District. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these products/services that best meets its needs. This may include but is not limited to pricing, product variety, scheduling, etc.

Since no one supplier can provide the total needs of the District's MRO supplies, an award may be made to each bidder who responds to this invitation, who publishes a catalog; produces a manufacturer's or dealer's published price list, or some form of a documented verifiable price structure. Awarded bidders shall be in a favorable position to compete for the District's business. Purchases may be made by District staff at a brick and mortar location within Manatee or Sarasota County on an as needed basis. Orders may be placed to awarded Contractors via purchase orders or P Cards and will be in-store pickups or local delivery.

Specifications and the quality standards of service are set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid. It is not possible to predict the volume of sales any one vendor might receive from this bid. The decision to order from a specific Contractor belongs to District personnel. No guarantee is made or implied as to the actual total dollar amount of purchases that may be purchased as a result of this bid. Due to various circumstances, order volume may increase or decrease throughout the contract period.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed pricing on items awarded, as specified in this Solicitation. Contract period commences on **July 1, 2024 through June 30, 2029**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

PRICING:
Prices shall be submitted in the form of a firm mark-up or percentage (%) discount from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, by category, retail price list, or other form of a documented verifiable price structure. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

CATALOGS:
Contractors must provide copies of the current catalog pricing, established manufacturer's price list, etc. upon request by the District to be used for verification of the percentage discount.

PRODUCT CATEGORIES:
This Invitation to Bid is to establish an agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather a general description and not to be limited within the category. These are standard use in the residential, commercial, and industrial environments.

CATEGORY 1: BATTERY, CONSUMABLES, OTHER
Dry cell and wet cell batteries, lubricants, tapes, all other consumable materials.

CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

CATEGORY 3: ELECTRICAL
Electrical supplies- Breakers, conduit, fuses, wire, switches, cable, tools and accessories.

CATEGORY 4: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), anchors, hinges, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, weatherization products, and all ancillary supplies, tools, and components.

CATEGORY 5: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, ice machines and parts, fans, and all ancillary supplies, tools, and components.

CATEGORY 6: MOTORS, PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

CATEGORY 7: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

CATEGORY 8: TOOLS, GENERAL PURPOSE, HAND-HELD
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

INCENTIVE PROGRAMS:
The Manatee County School District is requesting that bidder's submit incentive programs, if available. Bids shall include detailed information describing the programs being offered. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, education programs, etc. All programs offered will be considered and evaluated.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

CATALOG NAME OR PRICE LIST	**DISCOUNT (0-100%) OR MARKUP (0-25%)**
ONLY SELECT ONE – DISCOUNT OR MARKUP	
1. MRO – INVENTORY	**_____% Discount OR _____% Markup**

_____ (_____)_____
Outside Sales Representative **Telephone Number**

_____
Email Address

_____ (_____)_____
Inside Customer Service Representative **Telephone Number**

_____
Email Address

Company Name:_____

Store address: _____

_____**, FL** _____

Store front within Manatee County _____ and/or Sarasota County _____ Surrounding County _____
(County Name)

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control.
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
c) The effect on pricing or availability of supply is substantial.
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner,

affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    - 8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    - 8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions apply:
        - 1.2.1. Vendor employees will be on school grounds when students are present;
        - 1.2.2. Vendor employees will have direct contact with students; or
        - 1.2.3. Vendor employees will have access to or control of school funds.
    - 8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.
9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    - 9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    - 9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

April 5, 2024	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
April 17, 2024	Questions/Clarifications due
April 22, 2024	Addenda posted to the e-procurement service website (www.myvendorlink.com).
May 7, 2024	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*May 10, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 13, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*June 11, 2024	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 25-0016-KD Title: MRO – Maintenance, Repair, and Operating Supplies - Local

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check your company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I

BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 Current as of 1-9-17 11 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 18, 2024

ADDENDUM No. I

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Prices shall be submitted in the form of a **mark-up from cost or firm percentage (%) discount** from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, some form of a documented inventory with verifiable price structure/retail list. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 30, 2024

ADDENDUM No. 2

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Change 1 - Page 4:
Contract period commences on May 29, 2024 through June 30, 2029.

Change 2 - Page 13 – Key Events & Dates:

*May 8, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 8, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*May 28, 2024	School Board Award of Bid

Addition 1: Return "Attachment 1: 25-0016 Contract of Award Agreement" signed with bid response.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES - LOCAL, SDMC No. 25-0016-KD

CONTRACT PERIOD: MAY 29, 2024 - JUNE 30, 2029

BOARD APPROVAL ON MAY 28, 2024

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	ITEM 1.	
	MRO Inventory Discount	MRO Inventory Mark Up
Carrier Enterprise, LLC	30-70%	
Consolidated Electrical Distributors DBA Electrical Wholesalers		18%
Electric Supply		5-25%
Fastenal Company		20-50% Note 1
Harden Supply		10%
O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts	O'Reilly List Price less 41% or more	

Notes:

1) Abrasives 25%
Adhesives, Sealants, and Tape 25%
Cutting Tools and Metalworking 25%
Electrical 25%
Electronics and Batteries 25%
Fasteners 50%
Fleet and Automotive 50%
HVAC and Refrigeration 25%
Filters 35%
Hardware and Building Supplies 30%
Hydraulics 25%
Janitorial and Cleaning 30%
Restroom Supplies 40%
Trash Cans and Liners 35%
Wipers, Towels, and Rags 40%
Lighting 30%
Lubricants, Coolants, and Fluids 25%
Machinery 25%
Material Handling, Lifting, and Rigging 25%
Motors 25%
Office and Breakroom Supplies 20%
Outdoor Products and Equipment 25%
Packaging and Shipping Products 25%
Paint and Painting Supplies 25%
Plumbing 30%
Pneumatics 25%
Power Transmission 25%
Pumps 20%
Raw Materials 20%
Safety 25%
Hand and Arm Protection 32%
Sealing 25%
Security 25%
Test and Measurement 25%
Tools and Equipment 25%
Corded Power Tools 20%
Cordless Power Tools 20%
Welding 25%

"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."

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	Contact Information	
	Inside Sales Rep	Outside Customer Service Rep
Carrier Enterprise 6412 Parkland Drive Sarasota, Florida 34243		Keith Russell 727-269-9437 keith.russell@carrierenterprise.com
CED DBA Electrical Wholesalers 2240 Whitfield Industrial Way Sarasota, Florida 34243	Craig Huffman 941-243-3969 c.huffman@ewsarasota.com	Jon Fox 941-243-3969 jonathan.fox@ewsarasota.com
Electric Supply 6204 28th Street East Bradenton, Florida 34203	Justin Albritton 941-342-8801 jalbritton@electricsupplyus.com	Chris Wilson 941-468-8122 cwilson@electricsupplyus.com
Harden Supply 6751 Whitfield Ind. Ave Sarasota, Florida 34243	Brett Harden 941-751-2712 brett.harden@hardensupply.com	
O'Reilly Automotive Stores DBA O'Reilly Auto Parts 2805 1st Street East Bradenton, Florida 34208 Several other locations available	Jack Perkins, Store Manager, and Team Members 941-748-1812 941-747-5752 purchaseorders@oreillyauto.com	Nick Heimann 941-223-4277 probids@oreillyauto.com

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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.''200.322 Domestic preferences for procurements.

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

CONTRACT OF AWARD AGREEMENT, SDMC No. 25-0016-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts (Contractor).

1. **THE WORK**

1.1 Contractor shall perform and render all services as prescribed and required by the Instructions to Proposers, Proposal Form, General Conditions, Specials Conditions, Scope of Work, Specifications, and all other documents forming a part of the Proposal package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein for:

Maintenance, Repair, and Operating Supplies - LOCAL, **SDMC No.** 25-0016-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from May 29, 2024 through June 30, 2029. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in Contractor being barred from doing business with the District, in accordance with District policies and procedures. Multi-year contracts will automatically renew for one (1) year periods during the initial contract period above, unless the District notifies Contractor of intent to rebid or negotiate new terms ninety (90) days prior to the contract anniversary date. This Agreement shall not expire until all work under Purchase Orders issued is completed, accepted and paid for by the District. All indemnification provisions contained in the Agreement shall survive beyond the expiration of the Agreement.

2.2 **Renewal:** Upon agreement of the parties, this Agreement may be renewed for an additional two, one year period(s). Renewal must be in writing and is subject to the same terms and conditions set forth in the Agreement and any amendments.

3. **EXHIBITS INCORPORATED INTO THE AGREEMENT**: The following exhibits are attached, incorporated, and made a part of this Agreement:

3.1 Exhibit A, Solicitation
3.2 Exhibit B, Bid Tabulation
3.3 Exhibit C, Contractor Information Form (required if Contractor will be doing work at any District Site)
Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
3.4

4. **TERMS SUPPLEMENTAL TO THE AUTHORIZED SOLICITATION**

4.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Contractor, Contractor's personnel and subcontractors who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. That Contractor hereby indemnifies and holds harmless the District for any claims made against the District related to the failure of Contractor or Contractor's personnel or subcontractors to comply with any of the laws

referenced in this paragraph or related to Contractor's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

For information on JLA, requirements visit http://www.manateeschools.net/jessicalunsford. The Contractor information sheet, Exhibit C, must be completed and returned with the signed contract where the contractor is performing services on any District property.

4.2 **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

4.3 **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

4.4 **GOVERNING LAW:** This Agreement will be governed, construed, and enforced in accordance with the 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. Venue for resolution of all disputes, whether by mediation, arbitration, or litigation shall lie in Manatee County, Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the state courts of the Twelfth Judicial Circuit of Manatee County, Florida. The parties forever waive the right to trial by jury for all litigation between the parties arising out of or related to this Agreement. The parties agree to have any such dispute settled by a judge alone, without a jury.

4.5 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor and District has no supervisory authority or control over Contractor or Contractor's employees in the performance of this Agreement. Neither Contractor nor Contractor's employees shall be deemed agents or employees of District and any representation to the contrary by Contractor or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Contractor shall not employ, contract with, or otherwise use the services of any officer or employee of District. Contractor certifies that its owner(s), officers, directors or agents, and members of their immediate family, do not have an employee relationship or other material Interest with District.

4.6 **INVOICE REQUIREMENTS**: The invoice shall contain the following basic information: the awarded Contractor'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.

4.7 **PAYMENT:** The District complies with the Local Government Prompt Payment Act (sections 218.70-218.80, Florida Statutes). Unless otherwise required by the Local Government Prompt Payment Act, invoice payment is Net 45 days from the date of delivery or the receipt of satisfactory invoice, whichever occurs last, unless invoices specify early payment discounts. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

4.8 **INDEMNIFICATION**: Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee

County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Contractor, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

4.9 **SOVEREIGN IMMUNITY:** Contractor acknowledges and agrees that the District does not waive its immunity and nothing herein, including the naming of the District as an additional insured, shall be interpreted or deemed as a waiver of the District's rights, including the limitation of waiver of immunity, as set forth in section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. all defenses relative to sovereign immunity are expressly reserved by the District.

4.10 **CONTACT WITH STUDENTS:** Unless otherwise specified, Contractor will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement to have direct or indirect contact with students while performing pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and the issuance of a trespass notice from District. Contractor shall be responsible for insuring compliance by all employees, independent contractors, subcontractors, or other persons involved in any manner with work pursuant to this Agreement.

4.11 **STANDARDS OF CONDUCT:** Contractor will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Contractor's employees and employees of Contractor's subcontractors.

4.12 **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

4.13 **WAIVER:** The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

4.14 **FORCE MAJEURE:** The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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. If the

Force Majeure persists more than 90 days, any party may elect to terminate this Agreement upon written notice per paragraph 4.16, Termination for Convenience.

4.15 **TERMINATION FOR CAUSE:** Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Either Party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching Party must provide written notice of the material breach and a thirty (30) day cure period. Payments made to Contractors or recoveries by The District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by the Contractor to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Contractor in conjunction with this Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Agreement or its incorporated exhibits obligates the District to indemnify the Contractor, District's obligation to indemnify the Contractor shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statues.

4.16 **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated by the District or Contractor for any lawful reason or for no reason by giving the other party no less than 30 days written notice of intent to terminate. Contractor shall be entitled to payment and profit for work completed to the time of termination only together with any costs reasonably incurred by Contractor that are directly attributable to the termination, but Contractor shall not be entitled to any other or further recovery against District, including anticipated fees, profit on work not required to be performed, or attorneys' or legal fees and costs.

4.17 **COMPLIANCE WITH THE PUBLIC RECORDS ACT:** By entering into this Agreement, Contractor acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Contractor is performing services on behalf of District, Contractor shall:

a. Keep and maintain public records required by District to perform pursuant to the Agreement.
b. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
c. 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 Agreement term and following completion of the Agreement if Contractor does not transfer the records to District.
d. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Contractor or keep and maintain public records required by District to perform the service. If Contractor transfers all public records to District upon completion of this Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon

request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 941-708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET, 215 MANATEE AVENUE WEST, BRADENTON, FLORIDA, 34205.

4.18 **SCHOOL DISTRICT POLICY:** In accordance with District policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

4.19 **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 Contractor will in no way be a cause for relief from responsibility. Contractor 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 Agreement. Contractor must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

4.21 **TAX EXEMPTIONS:** When purchasing directly from a supplier the District is exempt from Federal Excise, State Sales, and Use Taxes. Tax exemption certificates and numbers will be furnished on request.

4.22 **INSURANCE:** The Contractor shall furnish the School District of Manatee County with proof of:

(1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
(2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.
(3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.
b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.
(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by District's Risk Manager within 10 days after the Effective Date of this Agreement. Any policy shall include substantially the following provision: The School District of Manatee County, Florida, shall be furnished written notice 30 days in advance of the effective date of any reduction in or cancellation of this policy." Contractor shall immediately notify District upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Contractor shall not provide any services under this Agreement during any such period of lapse or after cancellation of the insurance coverages required herein without the express written permission of the District's Risk Manager. District shall be under no obligation to pay Contractor for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

4.23 **ENTIRE AGREEMENT:** This Agreement and its Exhibits, if any, constitute the final and entire agreement between the parties with respect to the subject matter contained herein and are intended to be an integration of all prior negotiations and understandings. The Agreement and its Exhibits supersede all prior agreements, negotiations, understandings, and representations, whether written or oral. Consultant and District shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein. 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.

4.24 **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented, or terminated other than as expressly provided herein, except by any instrument in writing executed by all parties hereto.

4.25 **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

4.26 **AUTHORITY TO EXECUTE:** The individual executing this Agreement on behalf of the Contractor is duly and fully authorized to execute this Agreement on behalf of the Contractor and to bind the Contractor to each and every condition and covenant of the Agreement.

4.27 **FEDERAL DEBARMENT & SUSPENSION CERTIFICATION:** Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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." SAM Exclusions 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.

4.28 **LEGAL FEES AND COSTS:** Each party shall be solely responsible for paying its attorneys' fees and costs and paralegals' fees and costs in any dispute, litigation, trial, appeal, bankruptcy proceedings, post-judgment proceeding, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation, or otherwise arising under this Agreement.

4.29 **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods of 7 days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America, shall extend to 5 P.M. of the next day that is not a Saturday, Sunday or legal holiday under the laws of the State of Florida or the United States of America. All references herein to times of day shall mean Eastern

Standard Time or Eastern Daylight Time, whichever is in effect in Manatee County, Florida, at the relevant time. The term "day" as used herein shall in all cases mean a consecutive 24-hour day running from midnight to midnight (also known as a calendar day).

4.30 **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 July 1, 2023, a private employer with 25 or more employees shall use the E-Verify system to verify a new employee's employment eligibility, located at https://e-verify.uscis.gov/emp. 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; or by signature and submission of this contract, asserts it does not employ 25 or more 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 District for at least one year after the date the contract was terminated.
CONTRACTOR E-VERIFY NUMBER: _____

4.31 **Certification Regarding Scrutinized Activities:** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of one million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Entering into this Agreement constitutes certification by Contractor that it is not listed on any of the following: (a) the Scrutinized Companies that Boycott Israel List, (b) Scrutinized Companies with Activities in Sudan List, or (c) the Scrutinized Companies with Activities in Iran Terrorism Sectors

List. Contractor further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Contractor acknowledges that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorney's fees, and/or costs. Contractor further understands that this Agreement with District for goods or services of any amount may be terminated at District's option if Contractor (a) is found to have submitted a false certification, (b) has been placed on the Scrutinized Companies with Activities in Sudan List, (c) has been engaged in business operations in Cuba or Syria, (d) has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, (e) has been placed on the Scrutinized Companies that Boycott Israel List, or (f) is engaged in a boycott of Israel.

4.32 **ACCESS TO AND RETENTION OF DOCUMENTATION:** The District, the United States Department of Education, the Comptroller General of the United States, the Florida Department of Education or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to work and services to be performed under this agreement for the purpose of audit, examination, excerpting and transcribing. The parties will retain all such required records, and records required under any state or federal rules, regulations or laws respecting audit, for a period of five District fiscal years after completion or termination of this Agreement.

4.33 **CHILD NEGLECT:** The Contractor and its agents and employees shall be subject to the requirements of §39.201, Florida Statutes, that requires the duty to report all actual or suspected cases of child abuse, abandonment or neglect to the statewide toll-free telephone number of the central abuse hotline.

4.34 **NOTICE; ELECTRONIC COMMUNICATIONS:** Any and all notices, approvals, claims, consents, demands, requests, or other communications between the parties (Notices) shall be in writing. All Notices pertaining to breach or termination or to designate a different recipient or address for notice shall be given by hand-delivery in person or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Contractor:	
If mailed to District:	The School District of Manatee County, Attn: Purchasing Department, POB 9069, Bradenton, FL 34206
If hand-delivered to District:	The School District of Manatee County, Attn: Purchasing Department, 215 Manatee Ave. West, Bradenton, FL 34205

All other Notices shall be hand delivered, sent by certified or registered mail, return receipt requested, sent by facsimile, or sent by electronic mail or other electronic means and addressed to the respective representatives at the addresses they respectively designate. All Notices shall be deemed effective and received upon actual receipt by the party to which such notice is given if hand delivered, sent by facsimile, electronic mail or other electronic means or 5 days after mailing, whichever occurs first.

4.35 **FEDERAL GRANTS TERMS AND CONDITIONS**: When Federal funds are expended by the District, Contractor shall comply with all applicable provisions of Appendix II Part 200 Contract Provisions for non-Federal Entity Contracts Under Federal Awards contained in Exhibit D and as may be amended from time to time.

4.36 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.334:** When federal funds are expended by District for any contract resulting from this procurement process, the Contractor certifies that it will comply with the record retention

requirements detailed in 2 CFR §200.334. The Contractor further certifies that Contractor will retain all records as required by 2 CFR §200.334 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.

4.37 **OTHER PROVISIONS:**

4.37.1 *POSSESSION OF FIREARMS:* Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Contractor, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Contractor and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Contractor shall terminate its agreement with the subcontractor. If Contractor fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the meaning given in Section 790.001, Florida Statutes.

4.37.2 *CRIMINAL ACTS:* Employment and performing work relative to the Agreement by the Contractor, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Contractor agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Contractor does not comply with this provision.

REPRESENTATIVES: The individuals listed below shall serve as each party's respective representative and are hereby authorized by the respective party to administer this Agreement on behalf of the respective party.	
CONTRACTOR/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE 941-708-8770 Ext. 41204	EMAIL dufonk@manateeschools.net
TYPE OR PRINT NAME Kimberlie Dufon	TITLE Buyer

SIGNATURES:

Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
t		Board Chair (over $49,999.99)	Date

EXHIBIT A

SUBMIT TO: All Bids must be submitted via VendorLink-- www.myvendorlink.com-- at the specified date and time below. *It is the Vendor's responsibility to ensure the submittal is uploaded to VendorLink according to bid specifications. We are not responsible for delivery systems.*	*The School District of Manatee County* ***INVITATION TO BID*** PURCHASING DEPARTMENT 215 Manatee Avenue West Bradenton, Florida 34205	
CONTACT PERSON: **Kimberlie Dufon** Telephone #: 941-708-8770 Ext. 41204 Email address: dufonk@manateeschools.net	**DATE ISSUED: April 5, 2024**	
TITLE: MRO – Maintenance, Repair, and Operating Supplies – Local	**NUMBER: 25-0016-KD**	**SUBMITTAL DEADLINE: May 7, 2024 @ 3:00 PM**
PRE-PROPOSAL CONFERENCE – N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: April 17, 2024		
This Bid Submittal and subsequent award by The School District of Manatee County shall constitute a binding and enforceable contract. All Specifications, Terms and Conditions, Addenda, and correspondence of this Contract shall be incorporated into the final award and become an integral part of the Contract. Unless otherwise stipulated in this Contract, no other contract documents shall be issued.		
LEGAL NAME, (herein referred to as "Bidder") As described in the Section Titled "Florida Department of State, Division of Corporations Registration Requirements" within this Invitation to Bid ("ITB"):	**Florida Division of Corporation Document Number** (www.sunbiz.org): **CONTRACTOR E-VERIFY NUMBER:**	
MAILING ADDRESS: CITY – STATE – ZIP: TELEPHONE NO: FAX NO: FEI/EIN Number:	I hereby certify that I have read and understand the requirements of this Solicitation and that, I, as the Bidder, will comply with all requirements of this offer and any contract(s) and/or other transactions required by this award. _____ Authorized Signature _____ Typed Name _____ Title Date _____ Email Address	

BID SUBMITTAL CHECKLIST

It is the sole responsibility of each Bidder to check VendorLink up to the bid opening date and time, for all addenda issued and for any information regarding this solicitation.

The following documents must be submitted electronically:

- ☐ Invitation to Bid Form
- ☐ Pricing, Delivery and Warranty Submittal
- ☐ No Bid Response Submittal Form OR Bidder Acknowledgement
- ☐ Bidder's Experience and Qualifications
- ☐ Bidder's Statement of Principal Place of Business
- ☐ Bidder's Statement of Financial Qualification
- ☐ Drug-free Workplace Certification
- ☐ Debarment and Suspension Certification
- ☐ Scrutinized Company Certification
- ☐ Byrd Anti-Lobbying Amendment
- ☐ Anti-Discrimination Amendment
- ☐ Employment Eligibility Verification ("E-VERIFY")

SECTION 1. SCOPE

The purpose of this solicitation is to establish providers for the purchase of maintenance repair and operation (MRO) supplies from suppliers located within Manatee and Sarasota Counties for in-store pickups and local delivery. The District may also choose to award to suppliers located in the surrounding counties, at its sole discretion.

The District intends to award this solicitation to multiple suppliers, as best meets the needs of the District. It is anticipated that the bidder(s) who propose the best pricing may be utilized in a larger capacity, however the District may choose any awarded supplier to provide these products/services that best meets its needs. This may include but is not limited to pricing, product variety, scheduling, etc.

Since no one supplier can provide the total needs of the District's MRO supplies, an award may be made to each bidder who responds to this invitation, who publishes a catalog; produces a manufacturer's or dealer's published price list, or some form of a documented verifiable price structure. Awarded bidders shall be in a favorable position to compete for the District's business. Purchases may be made by District staff at a brick and mortar location within Manatee or Sarasota County on an as needed basis. Orders may be placed to awarded Contractors via purchase orders or P Cards and will be in-store pickups or local delivery.

Specifications and the quality standards of service are set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid. It is not possible to predict the volume of sales any one vendor might receive from this bid. The decision to order from a specific Contractor belongs to District personnel. No guarantee is made or implied as to the actual total dollar amount of purchases that may be purchased as a result of this bid. Due to various circumstances, order volume may increase or decrease throughout the contract period.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

SECTION 2. SPECIAL CONDITIONS

1. **Term:** The intent of this Contract is to establish a Contract for a period of five (5) years from the date of award, during which time the successful Bidder(s) shall guarantee fixed pricing on items awarded, as specified in this Solicitation. Contract period commences on **July 1, 2024 through June 30, 2029**.
2. **Contract Renewals:** The School District of Manatee County reserves the right to renew any or all prices, terms, conditions, and specifications of this Contract, for up to two (2) additional one-year period(s), upon mutual agreement by both the School District of Manatee County and the Awarded Bidder. Renewals must be evidenced, in writing, with the Signature of the Awarded Bidder's authorized representative and the School District of Manatee County.
3. **Contract Extension**: In addition to any renewal options contained herein, the School District of Manatee County has the right to extend the Contract for the period of time necessary for the School District of Manatee County to release, award, and implement a replacement ITB for the commodities and/or contractual services provided through this Contract. Such extension shall be based upon the same prices, terms, and conditions as the existing ITB.
4. **Additional Vendors:** The School District of Manatee County reserves the right to increase the pool of companies to provide the services included in the ITB, if deemed necessary by the School District of Manatee County, subject to approval, additional providers will be added to the pool of awarded companies. Regardless as to the year a company is added to the pool of awarded companies, all awards will be terminated at the end of this ITB.
5. **E-Verify:** The School District of Manatee County and all parties the district contracts with must provide contractors E-Verify number in accordance with Florida Statute 448.95.
6. **Insurance:** Indemnification shall be in accordance with section 725.06, 725.08 Florida Statute "as applicable". The successful proposer shall furnish the School District of Manatee County with proof of:

    (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.

    (2) Comprehensive General Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence.

    If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the number of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

    (3) a. Automobile Liability Insurance in an amount equal to or greater than $1,000,000.00 per person.

b. Automobile Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.

(4) Contractual Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.

(5) Completed Operations Endorsement equal to or greater than $1,000,000.00 per occurrence.

(6) Independent Contractors Endorsement in an amount equal to or greater than $1,000,000.00 per occurrence.

(7) Additional Insured Endorsement: The School District of Manatee County shall be named as an additional insured on all policies that are required by these specifications.

(8) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing thirty (30) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.

(9) Contractor shall maintain at all times during the construction of the project a "Builders Risk" policy equal to the amount of the project, and shall include, as a minimum the following coverages: Fire, Extended Coverage, Vandalism and Malicious Mischief. (All Risk policies are preferred.)

**Contractor(s)/Vendor(s) providing Professional Services shall provide evidence of at least $1,000,000.00 of Professional Liability Insurance coverage.

SECTION 3. SPECIFICATIONS

PRICING:
Prices shall be submitted in the form of a firm mark-up or percentage (%) discount from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, by category, retail price list, or other form of a documented verifiable price structure. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

CATALOGS:
Contractors must provide copies of the current catalog pricing, established manufacturer's price list, etc. upon request by the District to be used for verification of the percentage discount.

PRODUCT CATEGORIES:
This Invitation to Bid is to establish an agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather a general description and not to be limited within the category. These are standard use in the residential, commercial, and industrial environments.

CATEGORY 1: BATTERY, CONSUMABLES, OTHER
Dry cell and wet cell batteries, lubricants, tapes, all other consumable materials.

CATEGORY 2: BUILDING MATERIALS
Lumber (dimensional and timber), millwork, roofing, siding, plywood, paneling, hardwood, trim, molding, fencing, gates, brick, block, doors, windows, bagged goods (concrete, mortar, sand, or asphalt), drywall, rebar, acoustical tiles, rain gutters, garage door openers, insulation, and all ancillary supplies, tools, and components.

CATEGORY 3: ELECTRICAL
Electrical supplies- Breakers, conduit, fuses, wire, switches, cable, tools and accessories.

CATEGORY 4: HARDWARE
Fasteners (nuts/bolts, screws, washers, rivets, nails), anchors, hinges, padlocks, lock sets, wheels, casters, ball bearings, rope, chain, metal stock, dry cell batteries, fire extinguishers, signs, cabinet hardware, weatherization products, and all ancillary supplies, tools, and components.

CATEGORY 5: HEATING, VENTILATION, AND AIR CONDITIONING (HVAC)
Equipment, package units, evaporative coolers, tools, parts, ducting, air filtration, thermostats, portable and fixed heaters, ice machines and parts, fans, and all ancillary supplies, tools, and components.

CATEGORY 6: MOTORS, PUMPS
Fractional and full horse, starters, pulleys, belts, fans, motor controls, and all ancillary supplies, tools, and components.

CATEGORY 7: PLUMBING
Equipment, parts, piping and fittings, water heaters, furnaces, disposals, pneumatic piping, filters, commodes, sinks, bathtubs, showers, shower doors, faucets, water conditioning equipment, water dispensing equipment, salt, and all ancillary supplies, tools, and components.

CATEGORY 8: TOOLS, GENERAL PURPOSE, HAND-HELD
Hand-held (electric, battery, or pneumatic operated), including accessories, automotive type tools, welding equipment, testing and measuring tools, carts and hand trucks, work benches, tool cabinets, ladders, and all ancillary supplies and components.

INCENTIVE PROGRAMS:
The Manatee County School District is requesting that bidder's submit incentive programs, if available. Bids shall include detailed information describing the programs being offered. Incentive programs may include but are not limited to percent (%) of gross sales reimbursed to the District, donation of products, education programs, etc. All programs offered will be considered and evaluated.

PRICING and WARRANTY:

NOTE: SUBMISSION OF FALSE DELIVERY DATES MAY RESULT IN VENDOR DEBARMENT.

DELIVERY TO BE COMPLETED WITHIN _____ DAYS AFTER RECEIPT OF ORDER.

ABILITY TO SETUP SECURED CUSTOMIZED WEBSITE FOR SCHOOL DISTRICT OF MANATEE COUNTY P-CARD TRANSACTIONS: Yes _____ No _____

CATALOG NAME OR PRICE LIST	**DISCOUNT (0-100%) OR MARKUP (0-25%)**
ONLY SELECT ONE – DISCOUNT OR MARKUP	
1. MRO – INVENTORY	**_____% Discount OR _____% Markup**

_____ (_____)_____
Outside Sales Representative **Telephone Number**

_____
Email Address

_____ (_____)_____
Inside Customer Service Representative **Telephone Number**

_____
Email Address

Company Name:_____

Store address: _____

_____**, FL** _____

Store front within Manatee County _____ and/or Sarasota County _____ Surrounding County _____
(County Name)

Price Adjustments

The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:

a) The volatility is due to causes wholly beyond the vendor's control.
b) The volatility affects the marketplace or industry, not just the particular vendor's source of supply.
c) The effect on pricing or availability of supply is substantial.
d) The volatility so affects the vendor that continued performance of the contract would result in substantial loss or financial hardship.

The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District.

NOTE: The Contractor must agree that during a declared disaster situation that any bid items with a markup will be billed at actual cost without any mark-up permitted.

WARRANTY AND SERVICE PROVISION: Bidder must state in spaces provided below complete descriptions of any warranties given by manufacturer and dealer. The Statement shall include availability of service, repair parts, and time normally required to effect repair on equipment contained in the bid. Further, the statement shall also indicate who is to be responsible for any transportation charges that may be accrued in effecting equipment repair within the provisions of applicable warranties.

MANUFACTURER'S WARRANTY: _____

_____

DEALER'S WARRANTY: _____

_____

LOCATION OF REPAIR SERVICES: _____

_____

AVAILABILITY OF REPAIR PARTS: _____

_____

ESTIMATED TIME TO EFFECT REPAIR: _____

_____

RESPONSIBLE FOR WARRANTY SERVICE TRANSPORTATION CHARGE:

_____

_____

SECTION 4. INSTRUCTIONS TO BIDDERS

1. **Bid Submittal Instructions:** Bidder shall submit Bid Submittal in accordance with the instructions and schedule included in the solicitation containing these specifications and documents. Bid Submittals not conforming to the instructions provided herein may be subject to disqualification at the sole option of the School District of Manatee County.
2. **Bid Requirements:** The following Appendices, upon which information is required, must be completed and provided with the Bid Submittal:
    i) Invitation to Bid Form
    ii) No Bid Response Submittal Form OR Bidder Acknowledgement
    iii) Bidder's Experience and Qualifications
    iv) Bidder's Statement of Principal Place of Business
    v) Bidder's Statement of Financial Qualification
    vi) Drug-free Workplace Certification
    vii) Debarment and Suspension Certification
    viii) Scrutinized Company Certification
    ix) Byrd Anti-Lobbying Amendment
    x) Anti-Discrimination Amendment
3. **"No Bid" Response Submittal Form**: If Bidder is not providing a Bid Submittal in response to this Contract, Bidder shall complete and submit the "No Bid" Response Submittal Form electronically prior to the due date established in this Contract via www.myvendorlink.com.
4. **Electronic Submission**: Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during proposal submission.
    i. Upload files only in Excel (.xls or .xlsx), Adobe Portable Document (.pdf), or .ZIP file formats.
    ii. Enable printing on files submitted.
    iii. Clearly identify the ITB Number, Name, Submission Date, and Bidder Name on Invitation to Bid Cover Sheet.
    iv. Complete the Invitation to Bid Cover Sheet on Bidder's using the following information:
        a. Business Name;
        b. Complete Business Address;
        c. Name(s) and contact information of key personnel.
    v. Separate and identify each part of the submission.
5. **Withdrawal:** Bidders may withdraw, alter, and resubmit Bid Submittals through VendorLink at any time prior to the due date and time of this Contract. Any Bid Submittals not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide The School District of Manatee County with the services specified in the proposal. The School District of Manatee County may request clarifications and additional information after proposal submission.
6. **Signature:** All Bid Submittals must be signed by an officer or employee having authority to legally bind Bidder. Any corrections of unit prices must be initialed. Corrections made using correction fluid (white out) are not permissible and may result in the rejection of a Bidder's proposal. Bidders should become familiar with any local conditions which may, in any manner,

affect the product or service required. Bidders are required to carefully examine the ITB terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under this Contract. No additional allowance will be made due to lack of knowledge of these conditions.

7. **Florida Department of State, Division of Corporations Registration Requirements:** Bidders that are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and written documentation of "active" status. All registered Bidders must have an active status in order to be eligible to do business with the School District of Manatee County. Bidder(s) doing business under a fictitious name must submit the Bid Submittal using the company's complete registered legal name, i.e. ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
8. **Fingerprinting, Badges, and the Jessica Lunsford Act:** The Jessica Lunsford Act was enacted on September 1, 2005 in response to the tragic abduction and death of Jessica Lunsford. This law affects a Bidder's business operations and employees if they are under Contract with the School District of Manatee County.
    8.1. The Awarded Bidder and any of its employees performing services hereunder shall comply with the Jessica Lunsford Act, effective September 1, 2005. "Non-instructional school district employees or contractual personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to, or control of school funds must meet level 2 screening requirements as described in s.1012.32. Contractual personnel shall include any vendor, individual, or entity under Contract with a school or the school board." See Section 1012.465, F.S.
    8.2. Florida statute requires all vendors, contractors and subcontractors of the School District of Manatee County to undergo a FDLE/FBI Level II background screening and be fingerprinted if any one of the following conditions apply:
        1.2.1. Vendor employees will be on school grounds when students are present;
        1.2.2. Vendor employees will have direct contact with students; or
        1.2.3. Vendor employees will have access to or control of school funds.
    8.3. Vendors meeting the above conditions shall carry the School District of Manatee County badge or the State-Wide ID Badge.
9. **Insurance Capacity Verification:** Awarded Bidder(s) shall provide proof of insurance prior to execution of this Contract. Receipt of proof of insurance shall not be construed as an approval of Awarded Bidder's insurance or a release or waiver of Awarded Bidder's obligation to provide insurance required by this Contract. Awarded Bidder agrees to the following as it relates to all above required insurance:
    9.1 All insurance shall be written with an insurance company licensed to issue insurance in the State of Florida and shall maintain an A.M. Best financial strength rating of A (VI).
    9.2 All insurance shall be primary and not contributory to any other insurance carried by the School District of Manatee County. This shall also apply to any self-insurance maintained by the School District of Manatee County.

9.3 Awarded Bidder shall notify the School District of Manatee County's Risk Management Department within thirty (30) days of any material changes or notice of cancellation Awarded Bidder received from its insurer on above required insurance.

9.4 Awarded Bidder shall provide evidence of all insurance in the form of a Certificate of Insurance and specify any deductible or retention applicable to above required insurance.

9.5 To the extent permitted by law, Awarded Bidder's insurance shall contain a waive rights to recover from the School District of Manatee County or its insurance.

9.6 Any required insurance that Awarded Bidder self-insures or carries retentions in excess of Ten Thousand Dollars ($10,000.00) shall be pre-approved by the School District of Manatee County's Risk Management Department and referenced in an addendum to this Contract.

SECTION 5. KEY EVENTS & DATES

KEY EVENTS & DATES

April 5, 2024	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
April 17, 2024	Questions/Clarifications due
April 22, 2024	Addenda posted to the e-procurement service website (www.myvendorlink.com).
May 7, 2024	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*May 10, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 13, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*June 11, 2024	School Board Award of Bid

*If the time allotted to evaluate bids and make the selection of contractors as stated above proves to be insufficient, the evaluation meeting(s), posting of the Notice of Intent to Award and the Board approval date could slip two weeks or more. Continue to monitor our website or contact the Purchasing Department for more specific information as to when meeting(s) and notice(s) will be posted.

APPENDIX A

"NO BID" RESPONSE SUBMITTAL FORM

If your company is not submitting a response to this solicitation, please complete and submit this form electronically prior to the due date established in this solicitation via www.myvendorlink.com.

This information will assist Procurement Services in the preparation of future bids.

Bid #: 25-0016-KD Title: MRO – Maintenance, Repair, and Operating Supplies - Local

Company Name:

_____

Contact Person Name and Title:

_____

Address:

_____

Telephone:_____ Fax: _____

E-mail Address:

_____

Please check reason for a "no bid".

___ Specifications "too tight", geared toward one brand or manufacturer (explain below)
___ Insufficient time to respond
___ Specifications unclear (explain below)
___ Our Company does not offer this product/service or an equivalent
___ Our product schedule does not permit us to perform
___ Unable to meet specifications
___ Unable to meet bond requirements
___ Unable to hold prices firm throughout the term of the Contract period
___ Unable to meet insurance requirements
___ Other: _____

Print Name: _____

Signature:_____ Date: _____

APPENDIX B

BIDDER ACKNOWLEDGEMENT

District of Manatee County
Purchasing Department
215 Manatee Avenue West
Bradenton, FL 34205

The Bidder acknowledges that he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies within the State of Florida. Such purchases shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the School District of Manatee County, in the form of contract specified, to deliver the materials/services listed, at the prices set forth, F.O.B. Destination, School Warehouse, One Matzke Way, Bradenton, Florida, 34208.

ADDITIONAL PURCHASES: In the event additional purchases are desired, prices shall remain in effect through _____.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of _____.

Print Name: _____

Signature: _____ Date: _____

APPENDIX C

BIDDER'S EXPERIENCE AND QUALIFICATIONS

In providing responses to the following questions, if Bidder answers 'Yes' to any of the questions below, then describe the circumstances, current status, and ultimate disposition of each matter using a separate page attached to this document.

1. Years in business under present name:_____Years performing work specialty: _____
   Licenses currently valid and inforce: _____

2. Bidder's Representative
   Provide the following information for the representative assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:

   Name:_____Phone #:_____Cell #: _____

   Email:_____

3. Has Bidder been declared in default ofany contract? ☐Yes ☐No

4. Has Bidder ever forfeited on any performance bond payment issued by a Surety company on any contract? ☐Yes ☐No

5. Has an uncompleted Contract been assigned by Bidder's Surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations there under? ☐Yes ☐No

6. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

7. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

8. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition or hostile take-over, either as atarget or as a pursuer?
   ☐Yes ☐No

9. References: Provide three references from agencies to which Bidder has provided goods or services to in the past two (2) years. At least one reference should be a public school system.

REFERENCES

Reference # 1

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 2

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

Reference # 3

Organization Name:_____ Telephone #: _____

Contact Name:_____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value:_____ Present Contract Status: _____

Contract Dates: _____

The School District of Manatee County is authorized to check your company's previous performance and contact references.

_____

Authorizing Signature (Respondent):

APPENDIX D

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS

If Bidder's principal place of business is outside of the state of Florida, write Bidder's name and political subdivision (county or municipality) where Bidder's principal place of business is located.

Name of Bidder: _____

Bidder's principal place of business (County and State): _____

Pursuant to Section 287.084(2), F.S., "a vendor whose principal place of business is outside this state must accompany any written bid, proposal or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state, or political subdivision, to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts."

The Attorney for an Out of State Bidder shall complete the following:

Legal Opinion Regarding State Bidding Preferences

Bidder's principal place of business is in the State of _____and it is my legal opinion that the laws of that state *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the State of_____and it is my legal opinion that the laws of that state *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws):

Legal Opinion Regarding Political Subdivision Preference

Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *do not grant a preference* in the letting of any or all public contracts to business entities whose principal places of business are in that state.
Or
Bidder's principal place of business is in the political subdivision of_____and it is my legal opinion that the laws of that political subdivision *grant the following preference(s)* in the letting of any or all public contracts to business entities whose principal places of business are in that state. (Please describe applicable preference(s) and identify applicable state laws:

Signature of out of state Bidder's attorney: _____

Printed name of out of state Bidder's attorney: _____

Address of out of state Bidder's attorney: _____

Telephone number of out of state Bidder's attorney: _____

Email of out of state Bidder's attorney: _____

Attorney's state(s) of bar admission: _____

APPENDIX E

BIDDER'S STATEMENT OF FINANCIAL QUALIFICATION

The following questions are presented to evaluate a Bidder's financial ability, capacity and/or resources to acquire and maintain the required staffing for this Contract. If Bidder answers 'Yes' to any of the questions below, then Bidder shall describe the circumstances, current status, and ultimate disposition of each matter using a separate page and attach it to this document.

1. Has Bidder been declared in default of any contract? ☐Yes ☐No

2. Has Bidder forfeited payment of performance bond issued by a surety company on any contract? ☐Yes ☐No

3. Has an uncompleted contract been assigned by Bidder's surety company on any payment of performance bond issued to Bidder arising from its failure to fully discharge all contractual obligations thereunder? ☐Yes ☐No

4. Within the past three (3) years, has Bidder filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐Yes ☐No

5. Is Bidder now the subject of any litigation in which an adverse decision might result in a material change in Bidder's financial position or future viability? ☐Yes ☐No

6. Is Bidder currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ☐Yes ☐No

7. License Sanctions: List any regulatory or license agency sanctions. The School Board may perform a background check on Bidder with all state and regulatory agencies.
_____
_____
_____
_____

8. Bidder must provide the name and address of all persons or entities serving or intending to serve as principals in Bidder's firm.
_____
_____
_____
_____
_____

_____

Corporate Name of Bidder (Typed)

_____

Authorized Representative's Signature Date

APPENDIX F

DRUG FREE WORKPLACE CERTIFICATION

I hereby swear or affirm that this company has established a drug-free workplace program by completing the following requirements:

1) Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2) Informed employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3) Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4) In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.

5) Imposed a sanction on or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX G

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549*, *Debarment and Suspension*, *7 CFR Part 3017*, *Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***

*** ***BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE*** ***

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

APPENDIX H

SCRUTINIZED COMPANY CERTIFICATION

I hereby swear and affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
    b. Have a material business relationship involving the supply of military equipment, or
    c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
    d. Have been complicit in the genocidal campaign in Darfur.
3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
    a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
    b. Have made material investments with the effect of significantly enhancing Iran ‘s petroleum sector.
4. This Company is not engaged in business operations in Cuba or Syria.

_____

Signature of Contractor’s Authorized Official

_____

Name and Title of Contractor’s Authorized Official

_____

Date”

The scrutinized company list is maintained by the State Board of Administration and available at http://www.sbafla.com/

APPENDIX I

BYRD ANTI-LOBBYING AMENDMENT,
31 U.S.C. § 1352 (as amended)
CERTIFICATION

Contractors who apply or bid for an award of $100,000 or more shall 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 shall 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 recipient."
APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding $100,000)
The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 Current as of 1-9-17 11 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX J

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 this document; 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: _____

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

APPENDIX K

ANTI-DISCRIMINATION AMENDEMENT

The Proposer 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 Proposer further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age or marital status.

BUSINESS/COMPANY NAME: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

*SIGNATURE: _____ DATE _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Gina Messenger
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 18, 2024

ADDENDUM No. I

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Prices shall be submitted in the form of a **mark-up from cost or firm percentage (%) discount** from the current preprinted catalog prices, established manufacturer's price list, dealer's published price list, some form of a documented inventory with verifiable price structure/retail list. Catalog prices/Manufacturer's prices may change throughout the year however; the mark-up or percentage (%) of discount must remain firm for the entire contract.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

School District of Manatee County
PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485
www.manateeschools.net

School Board:
Mary Foreman
Gina Messenger
Chad Choate III
Chair
Cindy Spray *Vice Chair*
Richard Tatem

Superintendent
Jason C. Wysong, Ed. D.

April 30, 2024

ADDENDUM No. 2

Maintenance, Repair, and Operating Supplies - LOCAL, SDMC No. 25-0016-KD

The following change/clarification shall be made on the above referenced bid:

Change 1 - Page 4:
Contract period commences on May 29, 2024 through June 30, 2029.

Change 2 - Page 13 – Key Events & Dates:

*May 8, 2024	If needed, evaluation of proposals to make selection of contractor(s). Additional information will be posted if an evaluation meeting is needed.
*On or about May 8, 2024	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*May 28, 2024	School Board Award of Bid

Addition 1: Return "Attachment 1: 25-0016 Contract of Award Agreement" signed with bid response.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, (as altered by section 110.123(3)(d)(4)), 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.

Regards,

Kimberlie Dufon
Buyer

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES - LOCAL, SDMC No. 25-0016-KD

CONTRACT PERIOD: MAY 29, 2024 - JUNE 30, 2029

BOARD APPROVAL ON MAY 28, 2024

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	ITEM 1.	
	MRO Inventory Discount	MRO Inventory Mark Up
Carrier Enterprise, LLC	30-70%	
Consolidated Electrical Distributors DBA Electrical Wholesalers		18%
Electric Supply		5-25%
Fastenal Company		20-50% Note 1
Harden Supply		10%
O'Reilly Automotive Stores, Inc. DBA O'Reilly Auto Parts	O'Reilly List Price less 41% or more	

Notes:
1) Abrasives 25%
Adhesives, Sealants, and Tape 25%
Cutting Tools and Metalworking 25%
Electrical 25%
Electronics and Batteries 25%
Fasteners 50%
Fleet and Automotive 50%
HVAC and Refrigeration 25%
Filters 35%
Hardware and Building Supplies 30%
Hydraulics 25%
Janitorial and Cleaning 30%
Restroom Supplies 40%
Trash Cans and Liners 35%
Wipers, Towels, and Rags 40%
Lighting 30%
Lubricants, Coolants, and Fluids 25%
Machinery 25%
Material Handling, Lifting, and Rigging 25%
Motors 25%
Office and Breakroom Supplies 20%
Outdoor Products and Equipment 25%
Packaging and Shipping Products 25%
Paint and Painting Supplies 25%
Plumbing 30%
Pneumatics 25%
Power Transmission 25%
Pumps 20%
Raw Materials 20%
Safety 25%
Hand and Arm Protection 32%
Sealing 25%
Security 25%
Test and Measurement 25%
Tools and Equipment 25%
Corded Power Tools 20%
Cordless Power Tools 20%
Welding 25%

"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."

TABULATION OF BIDS ON MRO-MAINTENANCE, REPAIR, AND OPERATING SUPPLIES, SDMC No. 25-0016-KD

Bids Due: 3:00 p.m., Tuesday, May 7, 2024

BIDDERS	Contact Information	
	Inside Sales Rep	Outside Customer Service Rep
Carrier Enterprise 6412 Parkland Drive Sarasota, Florida 34243		Keith Russell 727-269-9437 keith.russell@carrierenterprise.com
CED DBA Electrical Wholesalers 2240 Whitfield Industrial Way Sarasota, Florida 34243	Craig Huffman 941-243-3969 c.huffman@ewsarasota.com	Jon Fox 941-243-3969 jonathan.fox@ewsarasota.com
Electric Supply 6204 28th Street East Bradenton, Florida 34203	Justin Albritton 941-342-8801 jalbritton@electricsupplyus.com	Chris Wilson 941-468-8122 cwilson@electricsupplyus.com
Harden Supply 6751 Whitfield Ind. Ave Sarasota, Florida 34243	Brett Harden 941-751-2712 brett.harden@hardensupply.com	
O'Reilly Automotive Stores DBA O'Reilly Auto Parts 2805 1st Street East Bradenton, Florida 34208 Several other locations available	Jack Perkins, Store Manager, and Team Members 941-748-1812 941-747-5752 purchaseorders@oreillyauto.com	Nick Heimann 941-223-4277 probids@oreillyauto.com

EXHIBIT C

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: NO REDINK CORP

TELEPHONE NUMBER: 844-667-3346

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/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

JLA BADGING IS REQUIRED TO COME ON SCHOOL CAMPUS. FAILURE TO PRESENT THE PROPER BADGE AT THE TIME OF SERVICE WILL RESULT IN DENIAL OF SERVICE

EXHIBIT D

Appendix II to Part 200, Title 2 (up to date as of 9/21/2023)

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

This content is from the eCFR and is authoritative but unofficial.

Title 2 —Grants and Agreements

Subtitle A —Office of Management and Budget Guidance for Grants and Agreements
Chapter II —Office of Management and Budget Guidance
Part 200 —Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
Source: 85 FR 49543, Aug. 13, 2020, unless otherwise noted.
Source: 85 FR 49539, Aug. 13, 2020, unless otherwise noted.
Authority: 31 U.S.C. 503
Source: 78 FR 78608, Dec. 26, 2013, unless otherwise noted.
Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non- Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

B. All contracts in excess of $10,000 must address termination for cause and for convenience by the non- Federal entity including the manner by which it will be effected and the basis for settlement.

C. 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."

D. 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 "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency.

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal 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.

F. 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 subrecipient 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 subrecipient 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.

G. 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 subgrants 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).

H. 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 governmentwide exclusions 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." SAM Exclusions 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.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 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.

J. 200.323 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery 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.

K. 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain.

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115–232, section 889 for additional information.

(d) See also § 200.471.

L. 200.322 Domestic preferences for procurements.
(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

M. 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.''200.322 Domestic preferences for procurements.

AGENDA ITEM NO. 10.14

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Use of the State of Florida Department of Education and Sourcewell bid on School Buses Types A, C and D and Optional Equipment, SDMC No. 25-0022-RG, Estimated in the Amount of $1,600,000.00 (Capital Funds)

Executive Summary
The State of Florida Department of Education (DOE) Bid No. 2023-02 and Sourcewell bid No. 102623 awarded bids for school buses and is available for Florida school districts to use for purchasing school buses following DOE specifications.

The requested contract is for the period through December 31, 2025, for the State of Florida contract and through December 22, 2027, for the Sourcewell Contract. Optional renewals may be available per The State of Florida Department of Education/Sourcewell bid.

The vendors agree to extend their pricing to the School District of Manatee County under the same terms and conditions as the State of Florida Department of Education and Sourcewell bid for school buses. Copies of the contract specifications and pricing are on file in the Purchasing Department.

The transportation department plans to purchase nine (9) new buses in 2024-2025.

Rules of the State Board of Education, Chapter 6A-3.006 and Section 229. 79 Florida Statutes authorizes and is directed to coordinate volume purchasing of transportation equipment as provided by section 1006.27 F.S. Florida Statutes, Chapter 287.042(2) and the Rules of the State Board of Education, Chapter 6A-1.012(6) exempt from competitive bid requirements those purchases made, under the provision of the State of Florida Department of Management Services contracts.

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 State of Florida awarded their agreement to:
Florida Transportation Systems, Tampa, Florida, Florida Document No. P00688
Matthews Bus Alliance, Inc. dba Matthews Buses Florida, Orlando, FL, Florida Document No. P16000094666
Sun State International Trucks, LLC, Tampa, Florida, Florida Document No. L01000018245

Sourcewell awarded their agreement to:
Thomas Built Buses, High Point, North Carolina, Florida Document No. F07000004259
IC Bus LLC, Tallahassee, Florida, Florida Document No. M08000000167
Lion Electric Bus, Plantation, Florida, Florida Document No. F19000004728

Historical Spend:
2023-2024 YTD* (July 1, 2023-March 18, 2024): $2,445,607.24
2022-2023: $1,019,507.73
2021-2022: $ 118,837.35

*Reimbursement of $1,084,723.70 from the purchase of EV bus purchases used in addition to capital funds.

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 the use of the State of Florida Department of Education/Sourcewell bid on school buses Types A, C and D and Optional Equipment, SDMC No. 25-0022-RG, estimated in the amount of $1,600,000.00 (capital funds).

Financial Impact
The funding source for this expenditure is capital project funds and is included in the Transportation Department proposed budget for 2024-2025.

Contact
Submitting Departments: Transportation
Initiated By: Jamie Warrington

AGENDA ITEM NO. 10.15

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of William H. Bashaw Elementary School, Braden River Elementary School, Gene Witt Elementary School, Lakewood Ranch High School, Barbara Harvey Elementary School - 2024 Public Safety Bi-Directional Amplifier (BDA) - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors, Inc. - Guaranteed Maximum Price in the Amount of $1,610,628.13 (Multiple Funding Sources)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and McIntyre, Elwell & Strammer General Contractors, Inc., which establishes the Guaranteed Maximum Price and allows the Construction Manager to complete the work for the 2024 Public Safety Bi-Directional Amplifier (BDA) at William H. Bashaw Elementary School, Braden River Elementary School, Gene Witt Elementary School, Lakewood Ranch High School, and Barbara Harvey Elementary School. Provide professional engineering and design services for:

1. Distributed Antenna System (DAS) system design for life safety,
2. Electrical Engineering: Power and fire alarm, per TLC Engineering Solution's proposal dated March 21, 2024, on file with the Department of Construction Services (Work),
3. Supply and install required BDA equipment with associated electrical and fire alarms and finish repairs at five school locations, per McIntyre Elwell & Strammer General Contractors, Inc., proposal dated May 6, 2024.

Public Safety Bi-Directional Amplifier (BDA) - Project Summary and the Contract Summary are attached for reference.

The Construction Manager Agreement is available for review at the Department of Construction Services.

Full Guaranteed Maximum Price Book is on file in the Construction Services Department.

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 William H. Bashaw Elementary School, Braden River Elementary School, Gene Witt Elementary School, Lakewood Ranch High School, Barbara Harvey Elementary School - 2024 Public Safety Bi-Directional Amplifier (BDA) - Agreement between Owner and McIntyre, Elwell & Strammer General Contractors, Inc. - Guaranteed Maximum Price in the amount of $1,610,628.13 (Multiple Funding Sources).

Financial Impact
The Guaranteed Maximum Price established for the construction services is $1,610,628.13 and is included in the total project budget requirement of $1,641,901.00. **Project is funded by Multiple Funding Sources.**

Contact

Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
2024 BDA Project Summary
2024 BDA CM Contract Summary
2024 BDA GMP Summary MES
2024 BDA GMP Proposal MES

2024 Bi-Directional Amplifier BDA

PROJECT COORDINATOR: Darrell Phillips

ARCHITECT/ENGINEER:	N/A	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	McIntyre Elwell & Strammer General Contractors, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Universal Engineering Services	Currently on the District's Continuing Contracts List

PROJECT BUDGET:

$ 1,641,901.00	(05/28/2024) Project Budget - Grant Funds
$ 268,973.92	William H. Bashaw Elementary - Capital Funds
$ 183,518.40	Braden River Elementary - Grant Funds
$ 210,112.64	Gene Witt Elementary - Capital Funds
$ 280,713.49	Lakewood Ranch High - Grant Funds
$ 167,332.35	Barbara Harvey Elementary - Grant Funds

HISTORY:

William H. Bashaw Elementary School was constructed in 1984/85. A Retrofit in Technology was completed in 1997. The roof of Building #1 was replaced in 2000. In 2002/03 the facility's heating, ventilation, air-conditioning and fire sprinkler/new fire alarm systems were installed. Additionally, interior lighting and finishes were replaced. In 2006, an elastomeric coating was applied to all metal roofing.

Braden River Elementary was built in 1988 and has 647 permanent student stations. A covered play area was added in 2004.

Gene Witt Elementary School was constructed in 1994 and currently houses 852 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.

Lakewood Ranch High School was originally built in 1998. The student capacity is 1955. The Ninth Grade Center was completed for use in August 2004. Complete Exterior repaint of the school was completed in 2021. In 2021 the construction began on the new two-story classroom building consisting of twenty(20) classrooms, and two (2) labs.

Barbara Harvey Elementary School was designed for 838 student stations.

SCOPE:

Provide professional engineering and design services for: 1. Distributed Antenna System (DAS) system design for life safety 2. Electrical Engineering: power and fire alarm, per TLC Engineering Solutions, proposal dated March 21, 2024, on file with the Department of Construction Services (Work) 3. Supply and install required BDA equipment with associated electrical, Fire alarm and finish repairs at five school locations, per McIntyre Elwell &Strammer General Contractors, Inc., per proposal dated May 6, 2024

INCLUDED IN 5-YEAR WORK PLAN: No

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	N/A			Architectural/Engineering Services
TOTAL	$ -			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 24, 2023	Approved	Currently on the District's Continuing Contracts List
	$ 1,610,628.13	May 28, 2024	Pending	Gauranteed Maximum Price (GMP)
TOTAL	$ 1,610,628.13			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 2,550.00		N/A	Plans Review, Permitting, Inspections & Fire Marshal Services
TOTAL	$ 2,550.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	$ -			
TOTAL	$ -			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

2024 Public Safety Bi-Directional Amplifier (BDA)
- William H Bashaw Elementary – 3515 Morgan Johnson Road, Bradenton, FL 34208
- Braden River Elementary – 6125 River Club Blvd, Bradenton, FL 34202
- Gene Witt Elementary – 200 Rye Road East, Bradenton, FL 342012
- Lakewood Ranch High – 5500 Lakewood Ranch Blvd, Bradenton, FL 34211
- Barbara Harvey Elementary – 8610 115th Ave, East, Parrish, FL 34119

Manatee County, Florida

Total Project Budget:

Design Services	$	N/A
Construction Services	$	1,610,628
Owner Services	$	36,822
FF& E Technology		N/A
Total Project Budget	$	1,641,901

Project Schedule:

Date of Anticipated Notice to Proceed	May 29, 2024
Date of Substantial Completion	December 2024
Date of Final Completion	December 2024

Architect/Engineer ("AE") N/A

Construction Manager ("CM") McIntyre Elwell & Strammer General Contractors, Inc.
1645 Barber Road
Bradenton, Florida 34240; Office: (941) 377-6800

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget:

Construction Costs	$	1,110,650.80
General Conditions	$	216,825.00
Overhead and Profit (CM Fee)	$	132,987.66
Preconstruction	$	N/A
Unforeseen Conditions	$	132,071.30
Bond	$	18,093.37
TOTAL	$	1,610,628.13

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of **$ 132,987.66**

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: **$ 53,850.00**

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of **59%** of wages and **49%** of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of **1%** amount or the invoice amount and General Liability insurance will be charged at the rate of **1%** of the GMP amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of **$.00**

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of **N/A** will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards **N/A**

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: **1464792**

Exhibits:

Exhibits "**A" through "F"** are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Mark T. Freeman	President	No Charge to Job
Josh Tomlinson	Sr. Project Manager	5
Connor Cummings	Project Manager	50
TBD	Superintendent	100
TBD	Assistant Project Manager	20
TBD	Asst. Superintendent	100
Lisa Lee	Clerical	8hr/mo.

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Coordinator	Darrell Phillips
SBMC Project Assistant	Patricia Ledezma
Architect	N/A
Consulting Engineers	Motorola Solutions
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	TLC Engineering Solutions
Construction Manager	McIntyre Elwell & Strammer General Contractors, Inc.
SBMC Instructional Member	James Dougherty, Joshua Bennett, Connie Dixon, Dustin Dahlquist, Hayley Rio
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

    - Project Name
    - Construction Team
    - Date of Report

2. Executive Summary

    - Brief Project Description
    - Summary of Status of Job

3. Contract Cost Status

    - Contract Amendments and Change Orders
    - Direct Material Purchasing Status/Sales Tax Savings
    - Unforeseen Conditions Fund (Expenditures and Balance)
    - Allowances (Expenditures and Balance)

4. Project Schedule

    - Updated Progress Schedule

5. Critical Issues

    - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

    - Subcontract Commitment Status

7. Progress Photographs

    - Aerial photos
    - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

Provide professional engineering and design services for: 1. Distributed Antenna System (DAS) system design for life safety 2. Electrical Engineering: power and fire alarm, per TLC Engineering Solutions, proposal dated March 21, 2024, on file with the Department of Construction Services (Work) 3. Supply and install required BDA equipment with associated electrical, Fire alarm and finish repairs at five school locations, per McIntyre Elwell &Strammer General Contractors, Inc., per proposal dated May 6, 2024

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **BDA Various Locations** Date: 5/8/2024

Contractor: **McIntyre, Elwell & Strammer GC**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Braden River ES- Utility Locates	$2,500.00	
Braden River ES- Engineering	$15,664.00	
Braden River ES- Exterior Demo & Concrete (Allowance)	$3,450.00	
Braden River ES- Landscape Restoration (Allowance)	$1,500.00	
Braden River ES- Shrouds (Allowance)	$4,500.00	
Braden River ES- Acoustical Ceilings (Allowance)	$2,500.00	
Braden River ES- Drywall Patching (Allowance)	$3,000.00	
Braden River ES- Electrical (Allowance)	$28,600.00	
Braden River ES- BDA	$105,627.00	
Braden River ES- Fire Alarm (Allowance)	$15,000.00	
Braden River ES- Recording	$200.00	
Braden River ES- GL Insurance	$977.40	$183,518.40
Harvey ES- Utility Locates	$2,500.00	
Harvey ES- Engineering	$16,330.00	
Harvey ES- Acoustical Ceilings (Allowance)	$2,500.00	
Harvey ES- Drywall Patching (Allowance)	$3,000.00	
Harvey ES- Electrical (Allowance)	$10,450.00	
Harvey ES- BDA	$116,450.00	
Harvey ES- Fire Alarm (Allowance)	$15,000.00	
Harvey ES- Recording	$200.00	
Harvey ES- GL Insurance	$902.35	$167,332.35
Lakewood Ranch HS- Utility Locates	$2,500.00	
Lakewood Ranch HS- Engineering	$52,603.00	
Lakewood Ranch HS- Exterior Demo & Concrete (Allowance)	$14,550.00	
Lakewood Ranch HS- Landscape Restoration (Allowance)	$1,500.00	
Lakewood Ranch HS- Shrouds (Allowance)	$3,750.00	
Lakewood Ranch HS- Acoustical Ceilings (Allowance)	$2,500.00	
Lakewood Ranch HS- Drywall Patching (Allowance)	$3,000.00	
Lakewood Ranch HS- Electrical (Allowance)	$20,650.00	
Lakewood Ranch HS- BDA	$163,024.00	
Lakewood Ranch HS- Fire Alarm (Allowance)	$15,000.00	
Lakewood Ranch HS- Recording	$200.00	
Lakewood Ranch HS- GL Insurance	$1,436.49	$280,713.49
Gene Witt ES- Utility Locates	$2,500.00	
Gene Witt ES- Engineering	$17,916.00	
Gene Witt ES- Exterior Demo & Concrete (Allowance)	$3,900.00	
Gene Witt ES- Landscape Restoration (Allowance)	$1,500.00	
Gene Witt ES- Shrouds (Allowance)	$1,500.00	
Gene Witt ES- Acoustical Ceilings (Allowance)	$2,500.00	
Gene Witt ES- Drywall Patching (Allowance)	$3,000.00	
Gene Witt ES- Electrical (Allowance)	$31,900.00	
Gene Witt ES- BDA	$129,104.00	
Gene Witt ES- Fire Alarm (Allowance)	$15,000.00	

Gene Witt ES- Recording	$200.00	
Gene Witt ES- GL Insurance	$1,092.64	$210,112.64
Bashaw ES- Utility Locates	$2,500.00	
Bashaw ES- Engineering	$17,297.00	
Bashaw ES- Exterior Demo & Concrete (Allowance)	$4,650.00	
Bashaw ES- Landscape Restoration (Allowance)	$1,500.00	
Bashaw ES- Shrouds (Allowance)	$3,750.00	
Bashaw ES- Acoustical Ceilings (Allowance)	$2,500.00	
Bashaw ES- Drywall Patching (Allowance)	$3,000.00	
Bashaw ES- Electrical (Allowance)	$18,400.00	
Bashaw ES- BDA	$198,823.00	
Bashaw ES- Fire Alarm (Allowance)	$15,000.00	
Bashaw ES- Recording	$200.00	
Bashaw ES- GL Insurance	$1,353.92	$268,973.92
Sub Total		**$1,110,650.80**
General Conditions:		
Braden River ES	$41,631.00	
Harvey ES	$40,531.00	
Lakewood Ranch HS	$50,181.00	
Gene Witt ES	$41,581.00	
Bashaw ES	$42,901.00	
Sub Total		**$216,825.00**
Overhead & Profit (Overall Project)		
Sub Total		**$132,987.66**
Pre-Construction Expenses		
Sub Total		**$0.00**
Unforseseen Conditions:		
Sub Total		**$132,071.30**
Bond:		
Sub Total		**$18,093.37**
GMP TOTAL		**$1,610,628.13**

ME&S
General Contractors, Inc.

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1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

May 6, 2024

VIA EMAIL

TO: Reginald Goff, Director of Construction Services
Darrell Phillips, Project Coordinator
School District of Manatee County
1 Matzke Way
Bradenton, FL 34208

RE: School District of Manatee County
BDA – various locations

Conceptual Budget Estimate

- Braden River Elementary School
  6125 River Club Blvd.
  Bradenton, FL 34202
- Harvey Elementary School
  8610 115th Avenue East
  Parrish, FL 34219
- Lakewood Ranch High School
  5500 Lakewood Ranch Blvd.
  Sarasota, FL 34211
- Gene Witt Elementary School
  200 Rye Road E
  Bradenton, FL 34212
- Bashaw Elementary School
  3515 57th Street E
  Bradenton, FL 34208

Gentlemen:

Per your request, attached please find our Conceptual Budget Estimate for the BDA Renovations at five (5) school locations: Braden River Elementary School, Harvey Elementary School, Lakewood Ranch High School, Gene Witt Elementary School, and Bashaw Elementary School.

This Conceptual Budget Estimate is based upon the scope narratives for each campus that are included.

Conceptual Budget Estimate Cost

One Million Six Hundred Ten Thousand Six Hundred Twenty-Eight Dollars and 13/100 ..... $1,610,628.13

Please review and let us know if you have any questions.

Sincerely,

Josh Tomlinson
Project Executive

24047-lav

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School District of Manatee County
BDA – various locations

Conceptual Budget Estimate

• Braden River Elementary School 6125 River Club Blvd. Bradenton, FL 34202	$273,170.71
• Harvey Elementary School 8610 115th Avenue East Parrish, FL 34219	$252,196.09
• Lakewood Ranch High School 5500 Lakewood Ranch Blvd. Sarasota, FL 34211	$401,480.15
• Witt Elementary School 200 Rye Road E Bradenton, FL 34212	$305,379.08
• Bashaw Elementary School 3515 57th Street E Bradenton, FL 34208	$378,402.10
Project Total	**$1,610,628.13**

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School District of Manatee County - BDA Various Locations

Conceptual Budget Estimate

Braden River Elementary School

6125 River Club Blvd
Bradenton, FL 34202

McIntyre Elwell & Strammer General Contractors, Inc.

MANATEE COUNTY SCHOOLS

	PROJECT:	BRADEN RIVER ELEMENTARY SCHOOL	
PROJECT #	1	DURATION, DAYS:	40
LOCATION:	BRADENTON, FL	PROJECT SQ FT:	n/a
DATE:	5/6/2024	DISTANCE, MILES:	n/a

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS & SUPERVISION:		41,631.00
	A. ME&S ESTIMATE	41,631.00	
1250	UTILITY LOCATES		2,500.00
	A. ME&S ESTIMATE	2,500.00	
1520	ENGINEERING		15,664.00
	A. TLC	15,664.00	
2100	EXTERIOR CONCRETE DEMO & POURBACK 15LF		3,450.00
	A. ME&S ALLOWANCE	3,450.00	
2800	LANDSCAPE RESTORATION		1,500.00
	A. ME&S ALLOWANCE	1,500.00	
5700	SHROUDS- 8' DIAMOND PLATE ALUMINUM		4,500.00
	A. ME&S ALLOWANCE	4,500.00	
9510	ACOUSTICAL CEILINGS: PATCHING		2,500.00
	A. ME&S ALLOWANCE	2,500.00	
9900	DRYWALL PATCH & PAINT		3,000.00
	A. ME&S ALLOWANCE	3,000.00	
16100	ELECTRICAL 530LF RACEWAYS, 8 CORE DRILLS, 2 CIRCUITS		28,600.00
	A. ME&S ALLOWANCE	28,600.00	
16600	BDA		105,627.00
	A. MOTOROLA	105,627.00	
16720	FIRE ALARM		15,000.00
	A. ME&S ALLOWANCE	15,000.00	
	SUBTOTAL ALL TRADES		223,972.00
19010	UNFORESEEN CONDITIONS	10%	22,397.20
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
19204	BOND RECORDING COST		200.00
19440	GENERAL LABILITY INSURANCE		977.40
	SUBTOTAL		247,546.60
	CONTRACTORS FEE	9.0%	22,279.19
	SUBTOTAL		269,825.79
19400	ADD FOR PAYMENT & PERFORMANCE BOND		3,068.73
	CONTRACTORS FEE ON BOND		276.19
	TOTAL BID INCLUDING BOND		273,170.71

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School District of Manatee County - BDA Various Locations

Conceptual Budget Estimate

Harvey Elementary School

8610 115th Avenue East
Parrish, FL 34219

McIntyre Elwell & Strammer General Contractors, Inc.

MANATEE COUNTY SCHOOLS

	PROJECT:	HARVEY ELEMENTARY SCHOOL	
PROJECT #	2	DURATION, DAYS:	40
LOCATION:	PARRISH, FL	PROJECT SQ FT:	n/a
DATE:	5/6/2024	DISTANCE, MILES:	n/a

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS & SUPERVISION:		40,531.00
	A. ME&S ESTIMATE	40,531.00	
1250	UTILITY LOCATES		2,500.00
	A. ME&S ESTIMATE	2,500.00	
1520	ENGINEERING		16,330.00
	A. TLC	16,330.00	
9510	ACOUSTICAL CEILINGS: PATCHING		2,500.00
	A. ME&S ALLOWANCE	2,500.00	
9900	DRYWALL PATCH & PAINT		3,000.00
	A. ME&S ALLOWANCE	3,000.00	
16100	ELECTRICAL 155LF RACEWAYS, 2 CORE DRILLS, 2 CIRCUITS		10,450.00
	A. ME&S ALLOWANCE	10,450.00	
16600	BDA		116,450.00
	A. MOTOROLA	116,450.00	
16720	FIRE ALARM		15,000.00
	A. ME&S ALLOWANCE	15,000.00	
	SUBTOTAL ALL TRADES		206,761.00
19010	UNFORESEEN CONDITIONS	10%	20,676.10
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
19204	BOND RECORDING COST		200.00
19440	GENERAL LABILITY INSURANCE		902.35
	SUBTOTAL		228,539.45
	CONTRACTORS FEE	9.0%	20,568.55
	SUBTOTAL		249,108.00
19400	ADD FOR PAYMENT & PERFORMANCE BOND		2,833.11
	CONTRACTORS FEE ON BOND		254.98
	TOTAL BID INCLUDING BOND		252,196.09

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School District of Manatee County - BDA Various Locations

Conceptual Budget Estimate

Lakewood Ranch High School

5500 Lakewood Ranch Blvd.
Sarasota, FL 34211

McIntyre Elwell & Strammer General Contractors, Inc.

MANATEE COUNTY SCHOOLS
PROJECT: LAKEWOOD RANCH HIGH SCHOOL
PROJECT #: 3 — DURATION, DAYS: 40
LOCATION: BRADENTON, FL — PROJECT SQ FT: n/a
DATE: 5/6/2024 — DISTANCE, MILES: n/a

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS & SUPERVISION:		50,181.00
	A. ME&S ESTIMATE	50,181.00	
1250	UTILITY LOCATES		2,500.00
	A. ME&S ESTIMATE	2,500.00	
1520	ENGINEERING		52,603.00
	A. TLC	52,603.00	
2100	EXTERIOR CONCRETE DEMO & POURBACK- 285LF		14,550.00
	A. ME&S ALLOWANCE	14,550.00	
2800	LANDSCAPE RESTORATION		1,500.00
	A. ME&S ALLOWANCE	1,500.00	
5700	SHROUDS- 8' DIAMOND PLATE ALUMINUM		3,750.00
	A. ME&S ALLOWANCE	3,750.00	
9510	ACOUSTICAL CEILINGS: PATCHING		2,500.00
	A. ME&S ALLOWANCE	2,500.00	
9900	DRYWALL PATCH & PAINT		3,000.00
	A. ME&S ALLOWANCE	3,000.00	
16100	ELECTRICAL 385LF RACEWAYS, 4 CORE DRILLS, 2 ADDED CIRCUITS		20,650.00
	A. ME&S ALLOWANCE	20,650.00	
16600	BDA		163,024.00
	A. MOTOROLA	163,024.00	
16720	FIRE ALARM		15,000.00
	A. ME&S ALLOWANCE	15,000.00	
	SUBTOTAL ALL TRADES		329,258.00
19010	UNFORESEEN CONDITIONS 10%		32,925.80
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
19204	BOND RECORDING COST		200.00
19440	GENERAL LABILITY INSURANCE		1,436.49
	SUBTOTAL		363,820.29
	CONTRACTORS FEE	9.0%	32,743.83
	SUBTOTAL		396,564.12
19400	ADD FOR PAYMENT & PERFORMANCE BOND		4,510.12
	CONTRACTORS FEE ON BOND		405.91
	TOTAL BID INCLUDING BOND		401,480.15

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School District of Manatee County - BDA Various Locations

Conceptual Budget Estimate

Witt Elementary School

200 Rye Road E
Bradenton, FL 34212

McIntyre Elwell & Strammer General Contractors, Inc.

MANATEE COUNTY SCHOOLS
PROJECT: GENE WITT ELEMENTARY SCHOOL
PROJECT # 4 DURATION, DAYS: 40
LOCATION: BRADENTON, FL PROJECT SQ FT: n/a
DATE: 5/6/2024 DISTANCE, MILES: n/a

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS & SUPERVISION:		41,581.00
	A. ME&S ESTIMATE	41,581.00	
1250	UTILITY LOCATES		2,500.00
	A. ME&S ESTIMATE	2,500.00	
1520	ENGINEERING		17,916.00
	A. TLC	17,916.00	
2100	EXTERIOR CONCRETE DEMO & POURBACK 30LF		3,900.00
	A. ME&S ALLOWANCE	3,900.00	
2800	LANDSCAPE RESTORATION		1,500.00
	A. ME&S ALLOWANCE	1,500.00	
5700	SHROUDS- 8' DIAMOND PLATE ALUMINUM		1,500.00
	A. ME&S ALLOWANCE	1,500.00	
9510	ACOUSTICAL CEILINGS: PATCHING		2,500.00
	A. ME&S ALLOWANCE	2,500.00	
9900	DRYWALL PATCH & PAINT		3,000.00
	A. ME&S ALLOWANCE	3,000.00	
16100	ELECTRICAL 600LF RACEWAYS, 6 CORE DRILLS, 2 CIRCUITS		31,900.00
	A. ME&S ALLOWANCE	31,900.00	
16600	BDA		129,104.00
	A. MOTOROLA	129,104.00	
16720	FIRE ALARM		15,000.00
	A. ME&S ALLOWANCE	15,000.00	
	SUBTOTAL ALL TRADES		250,401.00
19010	UNFORESEEN CONDITIONS 10%		25,040.10
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
19204	BOND RECORDING COST		200.00
19440	GENERAL LABILITY INSURANCE		1,092.64
	SUBTOTAL		276,733.74
	CONTRACTORS FEE	9.0%	24,906.04
	SUBTOTAL		301,639.78
19400	ADD FOR PAYMENT & PERFORMANCE BOND		3,430.55
	CONTRACTORS FEE ON BOND		308.75
	TOTAL BID INCLUDING BOND		305,379.08

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1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

School District of Manatee County - BDA Various Locations

Conceptual Budget Estimate

Bashaw Elementary School

3515 57th Street E
Bradenton, FL 34208

McIntyre Elwell & Strammer General Contractors, Inc.

MANATEE COUNTY SCHOOLS

	PROJECT:	BASHAW ELEMENTARY SCHOOL	
PROJECT #	5	DURATION, DAYS:	40
LOCATION:	BRADENTON, FL	PROJECT SQ FT:	n/a
DATE:	5/6/2024	DISTANCE, MILES:	n/a

Cost Code	Scope / Subcontractor	BID AMOUNT	TOTAL
1000	GENERAL CONDITIONS & SUPERVISION:		42,901.00
	A. ME&S ESTIMATE	42,901.00	
1250	UTILITY LOCATES		2,500.00
	A. ME&S ESTIMATE	2,500.00	
1520	ENGINEERING		17,297.00
	A. TLC	17,297.00	
2100	EXTERIOR CONCRETE DEMO & POURBACK- 55LF		4,650.00
	A. ME&S ALLOWANCE	4,650.00	
2800	LANDSCAPE RESTORATION		1,500.00
	A. ME&S ALLOWANCE	1,500.00	
5700	SHROUDS- 8' DIAMOND PLATE ALUMINUM		3,750.00
	A. ME&S ALLOWANCE	3,750.00	
9510	ACOUSTICAL CEILINGS: PATCHING		2,500.00
	A. ME&S ALLOWANCE	2,500.00	
9900	DRYWALL PATCH & PAINT		3,000.00
	A. ME&S ALLOWANCE	3,000.00	
16100	ELECTRICAL 300LF RACEWAYS, 6 CORE DRILLS, 2 CIRCUITS		18,400.00
	A. ME&S ALLOWANCE	18400.00	
16600	BDA		198,823.00
	A. MOTOROLA	198,823.00	
16720	FIRE ALARM		15,000.00
	A. ME&S ALLOWANCE	15,000.00	
	SUBTOTAL ALL TRADES		310,321.00
19010	UNFORESEEN CONDITIONS	10%	31,032.10
19204	BUILDER'S RISK - BY OWNER		0.00
19201	G.C. & SUBCONTRACTOR BUILDING PERMIT: BY OWNER		0.00
19204	BOND RECORDING COST		200.00
19440	GENERAL LABILITY INSURANCE		1,353.92
	SUBTOTAL		342,907.02
	CONTRACTORS FEE	9.0%	30,861.63
	SUBTOTAL		373,768.65
19400	ADD FOR PAYMENT & PERFORMANCE BOND		4,250.87
	CONTRACTORS FEE ON BOND		382.58
	TOTAL BID INCLUDING BOND		378,402.10

ME&S General Contractors, Inc.

941.377.6800 • Fax: 941.378.2296
1645 Barber Road • Sarasota, FL 34240
www.mesgc.com

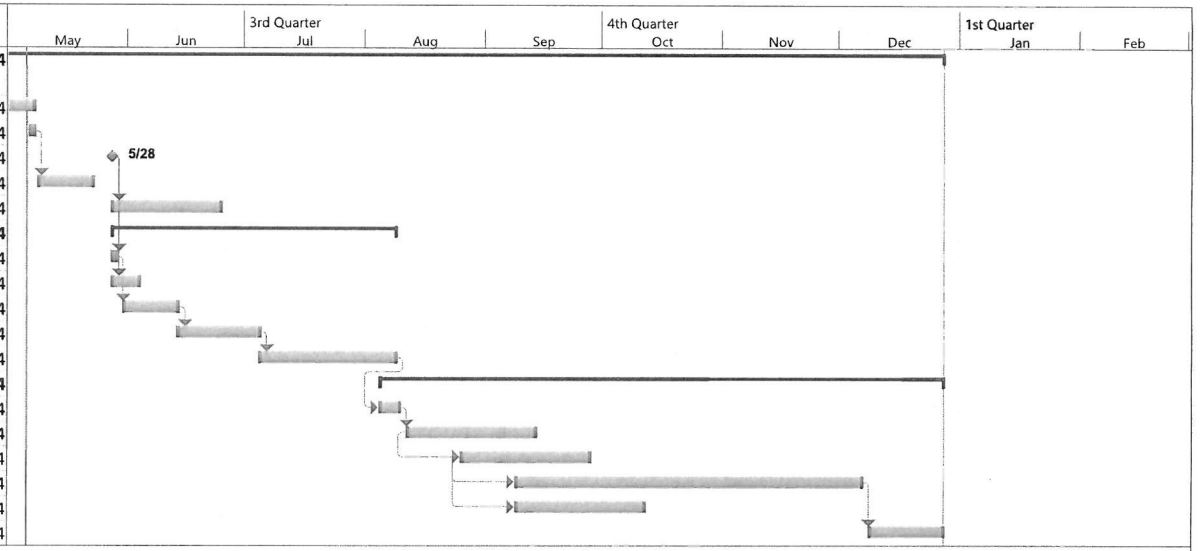
School District of Manatee County - BDA Various Locations

Conceptual Budget Estimate

Clarifications / Qualifications

1. Excludes all impact fees, tap fees, permit fees and all other governmental fees.
2. Excludes the cost of Record Drawings.
3. Includes a Performance & Payment Bond.
4. Excludes costs for Preconstruction Services.
5. Excludes Builder's Risk Insurance. Excludes all associated deductibles pertaining to this insurance.
6. Excludes utility usage charges for both temporary and permanent services. These are to be paid by Owner.
7. Excludes asbestos survey and abatement.
8. Excludes materials testing.
9. Typical work hours to be Monday-Friday 7:00 AM to 3:30 PM.
10. Includes the work scopes noted on the cost breakdown included herewith.
11. Excludes slab moisture mitigation.
12. Actual project cost will be reconciled with the conceptual budget estimate after pricing of the construction documents.
13. Labor burden to be charged on a per employee basis, based upon actual costs and are not to exceed the rates stated in section 6.3.1.6.
14. Labor burden rates include vehicle expense.
15. Includes engineering design fees for electrical and fire alarm based on TLC Solutions proposal issued to ME&S on 4/18/2024 and requested by SDMC to include in ME&S GMP.
16. Includes the following electrical allowances: Braden River ES $28,600, Harvey ES $10,450, Lakewood Ranch HS $20,650, Gene Witt ES $31,900, Bashaw $18,400.
17. Includes the following concrete demo & pour back allowances: Braden River ES $3,450, Lakewood Ranch HS $14,550, Gene Witt ES $3,900, Bashaw $4,650.
18. Includes the following landscape restoration allowances: Braden River ES $1,500, Lakewood Ranch HS $1,500, Gene Witt ES $1,500, Bashaw $1,500.
19. Includes the following raceway shrouds allowances: Braden River ES $4,500, Lakewood Ranch HS $3,750, Gene Witt ES $1,500, Bashaw $3,750. Shrouds are assumed to be 8' aluminum diamond plate.
20. Includes the following ceiling patch allowances: Braden River ES $2,500, Harvey ES $2,500, Lakewood Ranch HS $2,500, Gene Witt ES $2,500, Bashaw $2,500.
21. Includes the following drywall patch allowances: Braden River ES $3,000, Harvey ES $3,000, Lakewood Ranch HS $3,000, Gene Witt ES $3,000, Bashaw $3,000.
22. Includes the following fire alarm allowances: Braden River ES $15,000, Harvey ES $15,000, Lakewood Ranch HS $15,000, Gene Witt ES $15,000, Bashaw $15,000.
23. Includes the cost of Motorola Solutions BDA supply and installation based on proposal dated 4/19/2024. BDA scope was determined by previously completed signal strength testing by Motorola and SDMC.
24. Excludes HVAC scope of work. It is assumed the existing air supply is adequate in BDA equipment locations.
25. It is assumed the existing fire alarm system can support the additional requirements of the new BDA system monitoring.
26. ME&S will provide record documentation of any work approved by designer via RFI or ASI which deviates from original construction documents.

ID	Task Name	Duration	Start	Finish
1	**BDA Bashaw ES, Braden River ES, Harvey ES, Gene Witt ES, LW HS**	**181 days**	**Fri 4/19/24**	**Fri 12/27/24**
3	Estimating	13 days	Fri 4/19/24	Tue 5/7/24
4	GMP submission	1 day	Tue 5/7/24	Tue 5/7/24
5	GMP NTP	0 days	Tue 5/28/24	Tue 5/28/24
2	BDA Design	10 days	Thu 5/9/24	Wed 5/22/24
6	Electrical Design	20 days	Tue 5/28/24	Mon 6/24/24
7	**Material Procurement**	**53 days**	**Tue 5/28/24**	**Thu 8/8/24**
8	LOI	1 day	Tue 5/28/24	Tue 5/28/24
9	Contracts	5 days	Tue 5/28/24	Mon 6/3/24
10	Submittal Review & Approval	10 days	Fri 5/31/24	Thu 6/13/24
11	DPO BDA Equipment	15 days	Fri 6/14/24	Thu 7/4/24
12	BDA Equipment Procurement	25 days	Fri 7/5/24	Thu 8/8/24
13	**Construction**	**105 d...**	**Mon 8/5/24**	**Fri 12/27/24**
14	Mobilize	5 days	Mon 8/5/24	Fri 8/9/24
15	BDA Equipment Install	25 days	Mon 8/12/24	Fri 9/13/24
16	Power & Raceway Install	25 days	Mon 8/26/24	Fri 9/27/24
17	BDA Wiring & Setup	65 days	Mon 9/9/24	Fri 12/6/24
18	Finishes Repair	25 days	Mon 9/9/24	Fri 10/11/24
19	BDA System Finals	15 days	Mon 12/9/24	Fri 12/27/24



AGENDA ITEM NO. 10.16

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - New Science Building - Change Order 8 - Agreement Between Owner and P.J. Hayes Inc., d.b.a. Tandem Construction, Decrease in the Amount of $150,621.27 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 8 to the Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, which will reduce the Guaranteed Maximum Price by $150,620.27 for materials purchased under the Direct Materials Purchase Program and reflect a $9,237.21 in sales tax savings.

Southeast High School - New Science Building Project Summary Sheet is attached for reference.

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 Order 8 - Agreement Between Owner and P.J. Hayes Inc., d.b.a. Tandem Construction, Decrease in the amount of $150,620.27 (Capital Funds).

Financial Impact
The amount of Change Order 8 is a decrease of $150,620.27. The revised Guaranteed Maximum Price is $11,250,151.77 and is included in the total project budget of $16,743,311.90. **The project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Southeast High School - New Science Building - Project Summary Sheet
Southeast High School - New Science Building - Change Order 8

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 (9/08/23)
$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.

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	Approved	Deduct Direct Material Purchases & Sales Tax Savings
Change Order 3:	(952,310.68)	May 9, 2023	Approved	Deduct Direct Material Purchases
Change Order 4:	(258,827.87)	June 27, 2023	Approved	Deduct Direct Material Purchases
Change Order 5:	(364,568.35)	September 26, 2023	Approved	Deduct Direct Material Purchases
Change Order 6:	0.00	Janauary 16, 2024	Approved	Extend Contract Time
Sub Comp:	0.00	January 30, 2024	Approved	Sub-Stantial Completion
Change Order 7:	16,353.99	February 27, 2024	Approved	Direct Material Purchase Reconciliation
Change Order 8:	(150,620.27)	May 14, 2024	Pending	Deduct Direct Material Purchases
TOTAL	11,250,151.77			

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			

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: 8

CHANGE ORDER DATE: 4/8/2024

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 - Toilet Compartments - ROSI	PO00102819	$	(6,831.00)
DMP Materials - Toilet Accessories - ROSI	PO00102819	$	(13,302.32)
DMP Materials - Corner Guards - ROSI	PO00102819	$	(2,161.98)
DMP Materials - Fire Protection - ROSI	PO00102819	$	(7,076.00)
DMP Materials - Alum. Canopies - Perfection Arch Systems	PO00102186	$	(78,000.00)
DMP Materials - Alum. Fence & Gates - Cardinal Fence	PO00108100	$	(37,627.00)
DMP Materials - Drum Circle Sunshade - Tampa Bay Steel	PO00113894	$	(5,621.97)

Total of Summary $ (150,620.27)

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 Guaranteed Maximum Price was	$	13,246,067.49
Net Changes by previously authorized Change Orders and/or Amendments	$	(1,845,295.45)
The Guaranteed Maximum Price prior to the Change Order was	$	11,400,772.04
The Guaranteed Maximum Price will be decreased by this Change Order	$	(150,620.27)
The new Guaranteed Maximum Price including this Change Order will be	$	11,250,151.77
The Contract time will be unchanged by		(0) Days
The date of Substantial Completion as of the date of the Change Order is		August 30, 2024

Rowe Architects, Inc.	P.J. Hayes, Inc. dba Tandem Constructi	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:	By:
Date: 04.22.2024	Date: Jodi Dressig 2024.04.08 11:22:34-04'00'	Date:

AGENDA ITEM NO. 10.17

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of Bayshore and Southeast High Schools - Administrative Lobby Enhancements - Amendment 2 - Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, in the Amount of $1,037,857.59 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction for Bayshore and Southeast High Schools - Administrative Lobby Enhancements, which authorizes the Guaranteed Maximum Price (GMP) in the amount of $1,037,857.59. The Scope of Work includes but is not limited to, modifications to the public lobby area and school reception function.

The Project Summary Sheet is attached for reference.

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

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of Bayshore and Southeast High Schools - Administrative Lobby Enhancements - Amendment 2 - Between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, in the Amount of $1,037,857.59 (Capital Funds).

Financial Impact
The amount of Amendment 2 is $1,037,857.59. The new Construction amount is $1,698,473.40 and is included in the total project budget of $1,840,473.67. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
Bayshore_HS_SouthEast_ HS_ Project_Summary_Sheet.pdf
Bayshore & Southeast High Schools - Admin Office Enhancements -CM Contract Summary Sheet
Bayshore and Southeast High Schools - Administrative Office Enhancements - Amendment 2
Bayshore and Southeast High Schools - Administrative Lobby Enhancements - GMP Summary

Bayshore, Southeast High Schools, Daughtrey Elementary & Horizons Academy Administrative Office Enhancements

PROJECT DIRECTOR: Michelle Begue

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

PROJECT BUDGET:

$1,715,523.93	(March 15, 2024) Revised Budget
$477,176.58	Southeast High School - Capital Funds
$615,788.01	Bayshore High School - Grant Funds
$311,279.67	Daughtrey Elementary School - Grant Funds
$311,279.67	Horizons Academy - Grant Funds
$1,213,349.55	(February 28, 2024) Revised Budget
$300,000.00	Southeast High School - Capital Funds
$290,790.21	Bayshore High School - Grant Funds
$311,279.67	Daughtrey Elementary School - Grant Funds
$311,279.67	Horizons Academy - Grant Funds
$700,000.00	(November 29, 2023) Original Project Budget

HISTORY: Bayshore High School consists of one parcel containing 46 acres, located at 5401 34th Street West in Bradenton. The total student station count including portables is 2478. Southeast High School consists of 44 acres, located at 1200 37th Avenue East, Bradenton, and currently serves 2,025 students. Daughtrey Elementary School consists of 13 acres, located at 515 63rd Avenue East, Bradenton, and currently services 696 students. Horizons Academy is located at 1910 27th Street East, Bradenton, and shares the Bradenton and the Desoto Boys and Girls Club property since 2000. The site sites on 15 acres and currently serves 645 students. School Administrative Lobby Enhancements have become a high priority for districts throughout Florida and the nation. Manatee County School District has created a capial plan to address these projects including; fencing, camaras, single point of entry and others.□

SCOPE: The scope of work includes, but is not limited to, the separation of the visitors from the school staff within a walled lobby area, teller type windows, counter with amplified speakers, new doors with magnetic locks, fire alarm, remote door releases, existing counters to be replaced with four receptionist/secretarial stations, cameras in the lobby at Bayshore & Southeast High School, Daughtrey Elementary School and Horizons Academy.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 24, 2023	Approved	Selection Process
Agreement:	$57,000.00	Jaunary 16, 2024	Approved	Architectural/Engineering Services
Amendment 1:	$50,000.00	April 9, 2024	Approved	Additional Architectural/Enginerering Services
TOTAL	$107,000.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	May 24, 2023	Approved	Selection Process
Agreement:	$ 2,107.00	January 16, 2024	Approved	Pre-Construction Services-Southeast & Bayshore HS
Amendment 1:	$ 1,563.03	March 19, 2024	Approved	Pre-Construction Services-Daughtrey ES & Horizons
Amendment 2:	$ 1,037,857.59	March 28, 2024	Pending	Guaranteed Maximum Price-Bayshore & Southeast HS
TOTAL	$ 1,041,527.62			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0		Approved	Selection Process
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL	$0.00			

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Bayshore High School and Southeast High School – Administrative Office Enhancements
Bayshore High School – 5401 34th Street West, Bradenton, Florida 34210
Southeast High School – 1200 37th Avenue East, Bradenton, Florida 34208
Manatee County Florida

Total Project Budget:

Design Services	$ 107,000.00
Construction Services	$1,698,473.40
Owner Services	$ 35,000.00
FF& E Technology	$N/A
Total Project Budget	$1,840,473.67

Project Schedule:

Date of Anticipated Notice to Proceed	January 16, 2024
Date of Substantial Completion	November 01, 2025
Date of Final Completion	December 01, 2026

Architect/Engineer ("AE") Sweet Sparkman Architecture
1819 Main Street, Suite 400
Sarasota, Florida 34236
Office: (941) 952-0084

Construction Manager ("CM") P.J. Hayes, d.b.a. Tandem Construction
5391 Lakewood Ranch Boulevard N, Suite 200, Sarasota, Florida 34236
Office: (941) 951-1599

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget

Construction Costs	$743,012.60
General Conditions	$149,504.00
Overhead and Profit (CM Fee)	$62,476.16
Preconstruction	$2,107.00 (January 16, 2024)
Amendment 1	$1,563.03 (March 19, 2024)
Unforeseen Conditions	$44,625.83
Bond	$38,239.00
TOTAL	$1,041,528.01

Section 1.3, Definitions

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $62,476.16

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $149,504.00

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 55% of wages and 55% of salaries.

Paragraph 6.3.1.7: Cost of premiums for all bonds and insurance, including Builder's Risk and General Liability insurance (bonds will be charged at the rate of 0.92% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.0% amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of 0.35%

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of $N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards ($N/A)

Article 16: Special Provisions

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): - E-Verify Number: 240438

Exhibits

Exhibits "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Brian Leaver	Project Executive	10%
Jodi Dressig	Project Manager	50%
Will Pitt	Project Superintendent	100%
Justin Blakely	Project Superintendent	100%
Kritin Pitt	Contract Administrator	50%
Amanda Jacobson	Project Accountant	25%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Michelle Begue
SBMC Project Assistant	Melody BonAmi
Architect	Sweet Sparkman
Consulting Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	Engineering Matrix, Inc.
Electrical Engineer	Engineering Matrix, Inc.
Construction Manager	P.J. Hayes, Inc., d.b.a Tandem Construction
SBMC Instructional Member	Bayshore High School – Wendell Butler Southeast High School – Ginger Collins Daughtrey Elementary School – Melissa McCullough Horizons Academy – James Hird
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. Project Description:

Administrative Office Enhancements at Bayshore and Southeast High Schools, Daughtrey Elementary School and Horizons Academy. The project required to be completed and all grant funds paid by December 01, 2025.

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN
OWNER & CONSTRUCTION MANAGER

Amendment #: 2 **Amendment Date:** 5/15/2024

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Bayshore, Southeast High Schools, Daughtrey Elementary and Horizon Academy Administrative Office Enhancements
Construction Manager: P.J. Hayes, Inc. dba Tandem Construction
Construction Manager Address: 5391 Lakewood Ranch Blvd. N., Suite 200 Sarasota, FL 34240

The work is as follows: This Amendment is to authorize a Guaranteed Maximum Price for the Administrative office security enhancements at Bayshore High School and Southeast High School to harden and make conference rooms accessible from lobbies.
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.

Contract Time will be (increased) (~~decreased~~) (~~unchanged~~) By: see substantial completion date below

Date of Substantial Completion including this amendment: August 9, 2024

Amount of Amendment: $ 1,037,857.59
Previous Amount of GMP: $ 3,670.03
New Total Amount of GMP: $ 1,041,527.62

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: Brian M. Leaver, President Name/Title: Dan Harris, Chief Financial Officer

As Witnessed: _____

P.J. Hayes, Inc. dba Tandem Construction
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

Bayshore & Southeast G.M.P. BUDGET SUMMARY

Project: **Administrative Office Enhancements** Date: 5/15/2024

Contractor: **P.J. Hayes, Inc. dba Tandem Construction**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Bayshore	$425,149.03	
Southeast	$317,863.57	
Sub Total		**$743,012.60**
Early Procurement Amendment Board Approved (Date)		
Sub Total		**$0.00**
General Conditions:		
Bayshore	$85,305.00	
Southeast	$64,199.00	
Sub Total		**$149,504.00**
Overhead & Profit (Overall Project)		
Bayshore	$35,731.78	
Southeast	$26,744.38	
Sub Total		**$62,476.16**
Pre-Construction Expenses		
Pre-Construction Expenses	$2,107.00	
Amendment 1	$1,563.03	
Sub Total	$3,670.03	**$0.00**
Unforseseen Conditions:		
Bayshore	$25,522.70	
Southeast	$19,103.13	
Sub Total		**$44,625.83**
Bond:		
Southeast Insurances & Bonds	$20,713.00	
Bayshore Insurances & Bonds	$17,526.00	
Sub Total		**$38,239.00**
GMP TOTAL		**$1,037,857.59**

AGENDA ITEM NO. 10.18

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of SDMC Fencing Enhancements Phase 3 - Change Order 1 - Agreement Between Owner and Halfacre Construction Company, Decrease in the Amount of $161,451.62 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 to the Agreement between Owner and Halfacre Construction Company, which will reduce the Guaranteed Maximum Price by $161,451.62 for materials purchased under the Direct Materials Purchase Program and reflect a $9,687.10 in tax savings.

SDMC Fencing Enhancements Phase 3 Project Summary is attached for reference.

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

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of SDMC Fencing Enhancements Phase 3 - Change Order 1 - Agreement Between Owner and Halfacre Construction Company, Decrease in the amount of $161,451.62 (Capital Funds).

Financial Impact
The amount of Change Order 1 is a decrease of $161,451.62. The revised Guaranteed Maximum Price is $469,199.38 and is included in the total budget of $676,815.00. **The project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
SDMC Fencing Enhancements Phase 3 - Summary Sheet
SDMC Fencing Enhancements Phase 3 - Change Order 1

SDMC Fencing Enhancements Phase 3

PROJECT DIRECTOR: John R. Williams

ARCHITECT/ENGINEER: Sweet Sparkman Architects — Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER: Halfacre Construction Company — Currently on the District's Continuing Contracts List
BUILDING OFFICIAL: N/A

PROJECT BUDGET: $676,815.00 — (08/14/2023) Original Project Budget

HISTORY: School campus fencing enhancements has become a high priority for districts throughout Florida and the nation. Manatee County School District has created a capital plan to address projects including: fencing, cameras, single point of entry and others. Phase 1 of the Fencing Enhancements project, which included the first (23) district sites, was substantially completed on November 27, 2020. Phase 2 of the Fencing Enhancements project which included the remaining (37) district sites, was substantially completed on February 16, 2023.

SCOPE: The project is for the enhanced fencing needs at seven (7) school district sites and will include, but is not limited to, providing fencing which will direct the public to one main entry on the campus and secures the students behind a fence barrier during school hours.

INCLUDED IN DOE APPROVED EDUCATIONAL PLANT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -			
Agreement:	$ 35,860.00	October 27, 2023	Approved	Currently on the District's Continuing Contracts List
TOTAL	$ 35,860.00			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -			Currently on the District's Continuing Contracts List
Agreement:	$ 630,651.00	September 26, 2023	Approved	Guaranteed Maximum Price (GMP)
Change Order 1:	$ (161,451.62)	May 28, 2024	Pending	Deduct Direct Material Purchases
TOTAL	$ 469,199.38			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ -		N/A	
TOTAL	$ -			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
	$ -		N/A	
TOTAL	$ -			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: SDMC Fencing Enhancements Phase III

CHANGE ORDER NUMBER: 1

CHANGE ORDER DATE:

TO: Halfacre Construction Company
7015 Professional Parkway
Sarasota, FL 34240

ARCHITECT'S PROJECT NO: 22712

CONTRACT FOR: General Construction

CONTRACT DATE: 12/6/2023

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

Credit for DPOs for Fence (Eagle Fence):	
Eagle: SDMC1-PO00108543 (Southeast HS)	$ (32,471.68)
Eagle: SDMC1-PO00111528 (Bashaw ES)	$ (16,656.27)
Eagle: SDMC1-PO00111543 (Bayshore HS)	$ (3,831.60)
Eagle: SDMC1-PO00111539 (Braden River ES)	$ (9,784.74)
Eagle: SDMC1-PO00111541 (Sea Breeze ES)	$ (15,236.27)
Eagle: SDMC1-PO00111542 (Gene Witt ES)	$ (12,688.04)
Credit for DPOs for Hardware (Suncoast Commercial Door & Hardware)	
SCDH: SDMC1-PO00115062 (Southeast HS)	$ (1,825.23)
SCDH: SDMC1-PO00115063 (Bashaw ES)	$ (9,966.04)
SCDH: SDMC1-PO00115067 (Bayshore HS)	$ (10,856.60)
SCDH: SDMC-1PO00115064 (Braden River ES)	$ (5,471.94)
SCDH: SDMC-1PO00115064 (Braden River HS)	$ (16,285.85)
SCDH: SDMC-1PO00115065 (Sea Breeze ES)	$ (15,691.51)
SCDH: SDMC-1PO00115066 (Gene Witt ES)	$ (10,685.85)
Total of Summary	$ (161,451.62)

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.....	$ 630,651.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$ -
The (~~Contract Sum~~)(Guaranteed Maximum Price) prior to the Change Order was.....	$ 630,651.00
The (~~Contract Sum~~)(Guaranteed Maximum Price) will be (~~increased~~)(decreased)(~~unchanged~~) by this Change Order.....	$ (161,451.62)
The new (~~Contract Sum~~)(Guaranteed Maximum Price) including this Change Order will be.....	$ 469,199.38
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.....	TBD

Sweet Sparkman	Halfacre Construction Company	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
1819 Main Street - Suite 400	7015 Professional Parkway	1 Matzke Way
Sarasota, FL 34236	Sarasota, FL 34240	Bradenton, FL 34208
By: Jenna Albers Digitally signed by Jenna Albers DN: C=US, E=jalbers@sweetsparkman.com, CN=Jenna Albers Date: 2024.05.13 09:34:04-04'00'	By:	By:
Date:	Date: 5-10-2024	Date:

AGENDA ITEM NO. 10.19

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of Manatee Elementary School - Auditorium Exterior Renovations & Re-Roofing - Amendment 2 - Between Owner and Long and Associates Architects/Engineers, Inc., in the Amount of $17,100.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Agreement between Owner and Long and Associates Architects/Engineers, Inc., for Manatee Elementary School Auditorium Exterior Renovations & Re-Roofing. The amended scope will provide additional professional architecture and engineering services for stair replacement, roof access hatch, and ladders.

Manatee Elementary School Project Summary Sheet is attached for reference.

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 Elementary School - Auditorium Exterior Renovations & Re-Roofing - Amendment 2 - between Owner and Long and Associates Architects/Engineers, Inc., in the amount of $17,100.00 (Capital Funds).

Financial Impact
The amount of Amendment 2 is $17,100.00. The revised Architectural and Engineering Services, including Amendment 2, is $188,862.50. This fee is included in the total project budget requirement of $3,100,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
MAE Aud Ext Reno & Reroofing Project Summary
MAE AE Proposal Add Serv
MAE Aud Ext Reno & Reroof Amendment 2 Add Scope

2023 Manatee ES Auditorium Exterior Renovations & Reroofing Summary Sheet

PROJECT DIRECTOR: Dave Wildes

ARCHITECT/ENGINEER:	Long and Associates Architects/Engineers, Inc.	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Willis A. Smith Construction, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Bureau Veritas North America, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	3,100,000.00	(January 30, 2024) Revised Project Budget (5 Yr Capital Plan)
	$	2,500,000.00	(July 25, 2023) Revised Project Budget (5 Yr Capital Plan)
	$	500,000.00	(April 11, 2023) Original Project Budget

HISTORY: Manatee Elementary School was originally constructed in 1926. The site is approximately 6 acres in size. Various construction activities occurred over the years including a total remodel and addition in 1992; a technology retrofit, minor HVAC renovations and structural repairs to the Pelot Building, and a Class Size Reduction Wing containing 4 classrooms in 2001. A campus-wide remodel / renovation was completed in 2009 and Fencing and Security Upgrades were completed in 2015. The school currently has 731 student stations.

SCOPE: The **Scope of Work** includes water intrusion repairs, window replacement, tuck pointing of existing masonry, application of exterior sealant at the existing auditorium building and re-roofing of building 1, 3 through 7.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 45,962.50	April 11, 2023	Approved	Architectural/Engineering Services
Amendement 1:	$ 125,800.00	July 25, 2023	Approved	Add Additional Architectural/Engineering Services
Amendement 2:	$ 17,100.00	May 28, 2024	Pending	Add Additional Architectural/Engineering Services
Amendement 3:				
TOTAL	$ 188,862.50			

CONSTRUCTION MANAGER				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 9,000.00	April 11, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 25,500.00	July 25, 2023	Approved	Additional Pre-Construction Services
Amendment 2:	$ 2,700,921.00	February 13, 2024	Approved	Guaranteed Maximum Price
	$ -			
TOTAL	$ 2,735,421.00			

BUILDING OFFICIAL				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Auth to Neg:	$ -	May 25, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 14,500.00	May 16, 2023	Not Required	Plan Review / Permits & Inspection Services - Bureau Veritas
Amendment 1:	$ 9,600.00	July 25, 2023	Not Required	Add Additional Plan Review / Permits & Inspection Services
	$ -			
TOTAL	$ 24,100.00			

OTHER BOARD WORK				
ITEM	**$$**	**Date**	**Board Action**	**Notes**
Agreement:	$ 8,800.00	April 26, 2023	Not Required	Professional Services - Roof Evaluation Survey - PBA
Agreement:	$ 4,699.00	June 28, 2023	Not Required	Professional Services - Asbestos & Lead Testing - OHC
Agreement:	$ 35,000.00	October 24, 2023	Not Required	Structural Assessment - Long & Assoc
Agreement:	$ 9,851.80	November 3, 2023	Not Required	Professional Services - Limited Asbestos & Lead Testing - OHC
	$ -			
TOTAL	$ 58,350.80			

LONG & ASSOCIATES
ARCHITECTS | ENGINEERS, INC.
Years

May 14, 2024

Mr. David Wildes
School District of Manatee County
Department of Construction Services
1 Matzke Way
Bradenton, FL 34208

RE: MANATEE ELEMENTARY SCHOOL AUDITORIUM EXTERIOR RENOVATIONS AND RE-ROOF – ROOF ACCESS & STAIR REPLACEMENT

Mr. Wildes,
Long & Associates appreciates the opportunity to present this proposal for Additional Professional Architecture and Engineering Services for the above-referenced project. Based on our OAC meeting discussions, we understand the scope of work to be added to the project includes the following:

STAIR REPLACEMENT

- Provide basic Construction Administration Services for the replacement of the existing Building 1 East and West stairs including review of shop drawings, responses to RFI's and field observations of the work during construction concurrent with the CA services identified in the original proposal.
- The design of the stairs will be performed by WSC. Construction Drawings and steel detailing shop drawings will be produced by WSC and submitted to L&A for review prior to construction.

ROOF ACCESS HATCH AND LADDERS

- Per Owner request, a note was added to the Construction Documents to remove the existing non-functional roof access hatch in Building 1 and install a new roof access hatch at a location to be determined later.
- At the site visit on 4/22/24, a location for a ladder and roof hatch was selected in the mechanical room at the northeast corner of Building 1 with a second wall mounted ladder to be installed on the exterior of the north wall of the auditorium up to the upper roof parapet.
- L&A to provide structural details for the ladders and roof hatch as a Proposal Request to WSC.
- Provide basic Construction Administration Services including RFI responses, review of Shop Drawings and field observations concurrent with the CA services identified in the original proposal.

SCHEDULE:

Roof hatch/ladder design work will take three weeks from Notice to Proceed.

For the scope of work identified above, we propose a **Lump Sum Additional Services Fee of $17,100.**

Thank you for the opportunity to continue to be of service to Manatee County Schools. Please reach out if you wish to discuss this proposal in more detail.

Sincerely,
LONG & ASSOCIATES
ARCHITECTS/ENGINEERS INC.

Travis Steed, AIA, IIDA, LEED AP
Vice President of Architecture

TGS/ks

Manatee ES Add Scope - Stair Replacement, Roof Access

LONG & ASSOCIATES, FEE PROPOSAL-

FIELD INVESTIGATION			
Principal	0 hrs	$ 165.00	$ -
Architect PM	4 hrs	$ 140.00	$ 560
Engineer PM	0 hrs	$ 135.00	$ -
Elec Engr PE	0 hrs	$ 115.00	$ -
Mech Engr PE	0 hrs	$ 115.00	$ -
Struct Engr PE	8 hrs	$ 115.00	$ -
Civil Engr	0 hrs	$ 115.00	$ -
Architect	0 hrs	$ 115.00	$ -
Arch Int	0 hrs	$ 95.00	$ -
Eng Int	0 hrs	$ 95.00	$ -
CAD Tech	0 hrs	$ 75.00	$ -
Clerical	0 hrs	$ 55.00	$ -
REVIEW MEETINGS			
Principal	0 hrs	$ 165.00	$ -
Architect PM	4 hrs	$ 140.00	$ 560
Engineer PM	0 hrs	$ 135.00	$ -
Elec Engr PE	0 hrs	$ 115.00	$ -
Mech Engr PE	0 hrs	$ 115.00	$ -
Struct Engr PE	4 hrs	$ 115.00	$ 460
Civil Engr	0 hrs	$ 115.00	$ -
Architect	0 hrs	$ 115.00	$ -
Arch Int	0 hrs	$ 95.00	$ -
Eng Int	0 hrs	$ 95.00	$ -
CAD Tech	0 hrs	$ 75.00	$ -
Clerical	0 hrs	$ 55.00	$ -
DESIGN AND CONSTRUCTION DOCUMENTS			
Principal	0 hrs	$ 165.00	$ -
Architect PM	8 hrs	$ 140.00	$ 1,120
Engineer PM	0 hrs	$ 135.00	$ -
Elec Engr PE	0 hrs	$ 115.00	$ -
Mech Engr PE	0 hrs	$ 115.00	$ -
Struct Engr PE	24 hrs	$ 115.00	$ 2,760
Civil Engr	0 hrs	$ 115.00	$ -
Architect	0 hrs	$ 115.00	$ -
Arch Int	16 hrs	$ 95.00	$ 1,520
Eng Int	40 hrs	$ 95.00	$ 3,800
CAD Tech	0 hrs	$ 75.00	$ -
Clerical	4 hrs	$ 55.00	$ 220
SPECIFICATIONS			
Principal	0 hrs	$ 165.00	$ -
Architect PM	0 hrs	$ 140.00	$ -
Engineer PM	0 hrs	$ 135.00	$ -
Elec Engr PE	0 hrs	$ 115.00	$ -
Mech Engr PE	0 hrs	$ 115.00	$ -
Struct Engr PE	0 hrs	$ 115.00	$ -
Civil Engr	0 hrs	$ 115.00	$ -
Architect	0 hrs	$ 115.00	$ -
Arch Int	0 hrs	$ 95.00	$ -
Eng Int	0 hrs	$ 95.00	$ -
CAD Tech	0 hrs	$ 75.00	$ -
Clerical	0 hrs	$ 55.00	$ -
	DESIGN TOTAL		**$ 11,000**
CONSTRUCTION ADMINISTRATION			
Review meetings:			
Elec Engr	0 hrs	$ 115.00	$ -
Mech Engr	0 hrs	$ 115.00	$ -
Review GMP/Bids	0 hrs	$ 115.00	$ -
Civil Engr	0 hrs	$ 115.00	$ -
Architect	0 hrs	$ 115.00	$ -
Shop Drawings:			
Mech Engr	0 hrs	$ 115.00	$ -
RFI's	12 hrs	$ 115.00	$ 1,380
Elect Engr	0 hrs	$ 115.00	$ -
Struct Engr	12 hrs	$ 135.00	$ 1,620
Project Manager	8 hrs	$ 140.00	$ 1,120
Clerical	4 hrs	$ 55.00	$ 220
Closeout			
Elec Engr	0 hrs	$ 135.00	$ -
Mech Engr	0 hrs	$ 110.00	$ -
Struct Engr	4 hrs	$ 110.00	$ 440
Civil Engr	0 hrs	$ 135.00	$ -
Architect	0 hrs	$ 140.00	$ -
As-Built CAD	0 hrs	$ 75.00	$ -
Clerical	0 hrs	$ 55.00	$ -
Site visits/observations/punchlist:			
Elec Engr	0 hrs	$ 110.00	$ -
Mech Engr	0 hrs	$ 110.00	$ -
Struct Engr	12 hrs	$ 110.00	$ 1,320
Civil Engr	0 hrs	$ 135.00	$ -
Architect	0 hrs	$ 110.00	$ -
Arch Int	0 hrs	$ 90.00	$ -
	ADMINISTRATION TOTAL		**$ 6,100**
TOTAL PROJECT			**$ 17,100**

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & ARCHITECT/ENGINEER

Amendment #: 2 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Architect/Engineer.

Project Name:	Manatee Elementary School Auditorium Exterior Renovations & Reroofing
Architect/Engineer:	Long & Associates Architects/Engineers, Inc.
Architect/Engineer Address:	4525 South Manhattan Ave Tampa, Florida 33611

The work is as follows: Provide additional Professional Architecture and Engineering Services on Manatee Elementary School Auditorium Exterior Renovations and Reroofing project for Stair Replacement and Roof Access Hatch and Ladders.

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:	$ 17,100.00
Previous Amount of Contract:	$ 171,762.50
New Total Amount of Contract:	$ 188,862.50

ARCHITECT/ENGINEER:

By: Travis Steed
Travis Steed (May 14, 2024 16:08 EDT)

Name/Title: Travis G. Steed

By: alexander Long
alexander Long (May 14, 2024 16:10 EDT)

Name/Title: Alexander M. Long, President

As Witnessed:

_____

Long & Associates Architects/Engineers, Inc.
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

AGENDA ITEM NO. 10.20

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Manatee Technical College (MTC) 2024-2025 Adult Student Fee Schedule, Effective July 1, 2024 (No Financial Impact)

Executive Summary
The Legislature requires students enrolled in adult postsecondary career and technical education programs/courses and Adult General Education students to pay tuition and fees. The required local effort for an adult student varies with classification and is based on course framework requirements as established by the Florida Department of Education (FLDOE).

School districts may establish fees based on Florida Statutes for students enrolled in post-secondary workforce education programs. Residency for Tuition Purposes shall be determined as required in Section 1009.21, Florida Statutes. In addition, due to the passing of SB7028, all qualified veterans will now be entitled to an out-of-state fee waiver, which sets their tuition to that of the cost charged to Florida residents.

The attachment presents the tuition fees for fiscal year 2024-2025. The other fees reflect the cost of supplies and materials necessary for a student to perform classroom and laboratory experiences required in the programs and other costs associated with attending Manatee Technical College (MTC) which vary with the nature and length of the program or course. Some of the fees listed are program, activity, or situation specific and will be charged accordingly.

There are numerous scholarships, financial aid resources, and student exemptions from fee payments available to adult students who meet certain criteria; for example: Pell Grants, Financial Aid Trust Fund, and Fee Waivers. Student tuition payment plans could also be offered based on committee approval.

A copy of the proposed fee schedule is attached for review. Tuition remains the same for School Year 2024-2025 but some course fees have increased due to higher supply costs.

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 Manatee Technical College (MTC) 2024-2025 adult student fee schedule, effective July 1, 2024 (No Financial Impact).

Financial Impact
Fee revenues are required by legislation and are generated by adult students enrolled at Manatee Technical College (MTC). These monies are used for the workforce development programs and program upgrades at MTC.

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

Attachments:
MTC Fee Schedule 2024-2025

Manatee Technical College (MTC)

Proposed Tuition and Fees 2024-2025 –Effective July 1, 2024

Background: Annually the Florida Legislature establishes the tuition for post-secondary centers. There are no tuition changes this year from the Florida Legislature. Continuing Workforce tuition must generate revenue 100% of the total cost in order to provide the course.

TUITION

Tuition	Cost Per Hour	Financial Aid	Capital Improvement	Technology Fee	Total
Job Prep – Resident	$2.44	$.24	$.12	$.12	$2.92
Job Prep -- Non-Resident	$9.78	$.97	$.48	$.48	$11.71

Adult Ed - Resident/Non-Resident $45.00 per semester

Continuing Workforce Development $5.25*

*The tuition for Continuing Workforce Development courses must generate revenue to cover 100% of the total cost. Therefore, the fees charged per hour for Continuing Workforce Development courses will vary based on the actual cost of the individual course. The amount of $5.25 is used as an example. The actual cost may be higher or lower.

OTHER FEES

- Program Laboratory Fees vary by program. Fees range from $0.00 to $2,176 based on the program.
- Standardized testing fees such as industry certification, licensure, GED, Basic Skills, and other tests and exams start at $3.00. Fees are based on actual assessment costs. In addition, up to the average annual expenses to administrator these tests and exams through the on-site MTC Testing are included in the fee.
- Administrative Fee – The $60 fee is paid only for the first occupational completion point (OCP) of the program and covers parking, identification card/badge and lanyard/holder/clip, facilities and equipment use, and health and safety. This fee is waived for adult education ESOL and GED students.
- Application Fee Career Prep Programs - $45
- Uniforms - $10 and up - based on individual program requirements.
- ID Card replacement $10.
- Non-Sufficient Funds Fee for returned checks – based on amount collected, administered by a third-party provider such as Check Ready or others as needed and approved.
- Copying - $0.15 per page (for student records, financial aid, billing, etc.).
- Transcript & Certificates - $12 Official Transcript including processing fee, for a duplicate certificate copy - $8.00 plus $4.00 processing fee.
- National Technical Honor Society (NTHS), Career and Technical Student Organizations such as SkillsUSA and HOSA and/or other leadership fees which may be charged to participate in these optional efforts.
- Drug Testing Fee when applicable - $25, subject to change due to drug testing company cost.

- Level II Background Check - $55-Cash; $58-Credit Card
- Fingerprinting - $85 subject to change due to agency costs (paid directly to vendor). Some programs have a High Liability Fee - $14 and $55
- Some health programs such as LPN may have a second fingerprinting/background check requirement before graduation up to $85 subject to change due to agency costs (paid directly to vendor).
- Graduation Fee – up to $50 maximum (for cap, gown, and tassel) based on individual program. Paid only if participating.
- Note: Some fees can be waived at the discretion of the MTC administration on a case-by-case basis.

Rev 5/2024

AGENDA ITEM NO. 10.21

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Breakfast and Burger House, LLC for On-The-Job Training for Exceptional Student Education Students for the 2024-2027 School Years (No Financial Impact)

Executive Summary
The School District has, over the years, contracted with numerous providers for on-the-job training (OJT) career experiences for Exceptional Student Education (ESE) students as they transition from school to work. In order for students to continue to fully participate in this type of on-the-job career experience program, it is necessary for each of the participating providers to sign an agreement with the District.

This agreement will provide high school ESE students who are enrolled in a career experience course to earn elective credits towards a standard diploma. The program satisfies course credit requirements, as well as places emphasis on career and employability skills. An ESE teacher or job coach will provide supervision of the students. In addition, for ESE students who qualify for supported employment services through Vocational Rehabilitation (VR), Employment Specialists will assist both businesses and ESE students regarding work accommodations and modifications when necessary for job success. Students that participate in the OJT program at this job site will be taught, but are not limited to, skills in maintenance, custodial, and stocking skills.

A copy of the agreement is attached for review.

New Agreement: Breakfast and Burger House, LLC, Ismail Ilhan

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 District of Manatee County and Breakfast and Burger House, LLC for on-the-job training for Exceptional Student Education students for the 2024-2027 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 for ESE Career Exp Breakfast and Burger House, Board Date 052824
Florida Corp. Reg for Breakfast and Burger House

The School District of Manatee County, Florida
Affiliation Agreement for Career Experience with Breakfast and Burger House, LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Breakfast and Burger House, LLC, **a Florida Limited Liability Company** (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that students enrolled in the Career Experience Program and qualified as Exceptional Students, are provided the opportunity and benefit of the facilities of Affiliate for gainful employability skills and workplace competencies.

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, Affiliate and District hereby agree as follows:

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. District shall provide a Teacher of Exceptional Education/Job Coach (Teacher) to be available on a daily basis to work with the identified students. Teacher will collaborate with the assigned site personnel to ensure that students' meet identified curriculum framework competencies and has the authority, after consultation with Affiliate, to discontinue the training of any student when Teacher deems discontinuance appropriate.

   B. District shall provide transportation for the students to the worksite and back to the selected school center each day.

   C. District shall require all participating students subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to Affiliate if requested.

   D. District shall provide general liability "student in practicum" insurance coverage, covering any negligent acts committed by a student while enrolled in any on-the-job educational training programs.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith.

   A. The personnel of Affiliate will recognize students as participants in an educational program and will be willing to cooperate as appropriate to make arrangements for teaching situations for students that will contribute to their growth and development of skills.

   B. Affiliate shall certify to District that it is licensed to operate in the State of Florida.

C. Affiliate shall designate personnel to serve as role-model trainers for students.

D. Affiliate shall not compensate students for their participation in the career experiences.

E. Affiliate shall provide students with emergency medical care (first aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Teacher. Affiliate shall not be responsible for notifying the appropriate emergency contact for students; all responsibility to notify appropriate emergency contacts for students shall fall upon District and specifically the Teacher.

F. Affiliate shall maintain business liability insurance.

G. Affiliate shall identify work areas for training students as deemed appropriate by Affiliate's management staff.

H. Affiliate shall provide on-site supervision in specified training areas with the cooperation of the Teacher.

I. Affiliate shall consider students who meet competency requirements for future employment.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the experience, plus any equipment, expendable supplies and services necessary for the proper operation of the experience. In connection with the foregoing, Affiliate shall be responsible for compliance of its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment 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, or any other classes which are considered protected classes by State and/or Federal law.

5. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and students to report any incident/injury that occurs during the experience or that is witnessed as having occurred at any location of Affiliate. Neither District, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow-up as a consequence of such incident/injury. District shall be responsible for compliance by District, by its personnel, and by the students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

6. **INSURANCE:** During the term of this Agreement and any extension thereof, District 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 District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, District 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 Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement.

Affiliate 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 Affiliate and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to District annually unless requested earlier. Affiliate shall give District thirty (30) days prior written notice to the extent Affiliate has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify District. In the event that Affiliate maintains claims-made coverage, and Affiliate's coverage is terminated within three (3) years of the date on which District ceases to participate or have Students participate in the Experience or District employees facilitate participation in the Experience pursuant to this Agreement, Affiliate 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 District, any Student or any District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by District.

7. INDEPENDENCE OF THE PARTIES:

Affiliate is an independent contractor and District has no supervisory authority or control over Affiliate or Affiliate's employees in the performance of this Agreement. Neither Affiliate nor Affiliate's employees shall be deemed agents or employees of District and any representation to the contrary by Affiliate or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Affiliate shall not employ, contract with, or otherwise use the services of any officer or employee of District. Affiliate certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material interest with District.

8. TERM; EXTENSION; TERMINATION:

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June 30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with

the effective date of the termination. Payments made to Affiliate or recoveries by District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: 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 engage in good faith negotiations towards amending the Agreement.

9. MISCELLANEOUS PROVISIONS:

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. 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 Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: 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. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

E. Governing Law: This Agreement will be governed by the 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.

F. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School District of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

G. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

H. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District.

I. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

J. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

K. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

L. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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 for convenience upon written notice.

M. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

N. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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.'' SAM Exclusions 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.

O. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. 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 Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

P. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

Q. 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 Affiliate will in no way be a cause for relief from responsibility. Affiliate 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 Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

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

T. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

U. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

V. 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 Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a

subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

W. 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.

X. 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,** Breakfast and Burger House, LLC and The School District of Manatee County, Florida 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:

_____

General Counsel

Date 4/25/24 By:

(Affiliate Authorized Signature)

Title: Owner



Detail by Entity Name

Florida Limited Liability Company
BREAKFAST AND BURGER HOUSE, LLC

Filing Information

Document Number	L21000382435
FEI/EIN Number	87-2481324
Date Filed	08/26/2021
Effective Date	08/25/2021
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	09/27/2021
Event Effective Date	NONE

Principal Address

1631 8TH AVE W
PALMETTO, FL 34221

Mailing Address

1631 8TH AVE W
PALMETTO, FL 34221

Registered Agent Name & Address

ILHAN, NEJLA
1631 8th Ave W
Palmetto, FL 34221

Address Changed: 01/21/2023

Authorized Person(s) Detail

Name & Address

Title AMBR

ilhan, ismail H
1631 8th Ave W
Palmetto, FL 34221

Title AMBR

ilhan, Nejla
1631 8th Ave W
Palmetto, FL 34221

Annual Reports

Report Year	Filed Date
2022	01/29/2022
2023	01/21/2023

Document Images

01/21/2023 -- ANNUAL REPORT	View image in PDF format
01/29/2022 -- ANNUAL REPORT	View image in PDF format
09/27/2021 -- LC Amendment	View image in PDF format
08/26/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 10.22

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School District of Manatee County and Church on the Rock of Manatee County, Inc. d/b/a Kids on the Rock for On-The-Job Training for Exceptional Student Education Students for the 2024-2027 School Years (No Financial Impact)

Executive Summary
The School District has, over the years, contracted with numerous providers for on-the-job training (OJT) career experiences for Exceptional Student Education (ESE) students as they transition from school to work. In order for students to continue to fully participate in this type of on-the-job career experience program, it is necessary for each of the participating providers to sign an agreement with the District
.
This agreement will provide high school ESE students who are enrolled in a career experience course to earn elective credits towards a standard diploma. The program satisfies course credit requirements, as well as places emphasis on career and employability skills. An ESE teacher or job coach will provide supervision of the students. In addition, for ESE students who qualify for supported employment services through Vocational Rehabilitation (VR), Employment Specialists will assist both businesses and ESE students regarding work accommodations and modifications when necessary for job success. Students that participate in the OJT program at this job site will be taught, but are not limited to, skills in maintenance, custodial, and stocking skills.

A copy of the agreement is attached for review.

Renewal Agreement: Church on the Rock of Manatee County, Inc. d/b/a Kids on the Rock, Meagan Eppinger

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 renewal agreement between the School District of Manatee County and Church on the Rock of Manatee County, Inc. d/b/a Kids on the Rock for on-the-job training for Exceptional Student Education students for the 2024-2027 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 for ESE Career Experience with Church on The Rock, Board Date 052824
Florida Corporate Registration, Church on the Rock

The School District of Manatee County, Florida
Affiliation Agreement for Career Experience
with Church on the Rock of Manatee County, Inc. d/b/a Kids on the Rock

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Church on the Rock of Manatee County, Inc. d/b/a Kids on the Rock, **a Florida not for profit corporation** (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that students enrolled in the Career Experience Program and qualified as Exceptional Students, are provided the opportunity and benefit of the facilities of Affiliate for gainful employability skills and workplace competencies.

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, Affiliate and District hereby agree as follows:

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. District shall provide a Teacher of Exceptional Education/Job Coach (Teacher) to be available on a daily basis to work with the identified students. Teacher will collaborate with the assigned site personnel to ensure that students' meet identified curriculum framework competencies and has the authority, after consultation with Affiliate, to discontinue the training of any student when Teacher deems discontinuance appropriate.

   B. District shall provide transportation for the students to the worksite and back to the selected school center each day.

   C. District shall require all participating students subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to Affiliate if requested.

   D. District shall provide general liability "student in practicum" insurance coverage, covering any negligent acts committed by a student while enrolled in any on-the-job educational training programs.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith.

   A. The personnel of Affiliate will recognize students as participants in an educational program and will be willing to cooperate as appropriate to make arrangements for teaching situations for students that will contribute to their growth and development of skills.

   B. Affiliate shall certify to District that it is licensed to operate in the State of Florida.

C. Affiliate shall designate personnel to serve as role-model trainers for students.

D. Affiliate shall not compensate students for their participation in the career experiences.

E. Affiliate shall provide students with emergency medical care (first aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Teacher. Affiliate shall not be responsible for notifying the appropriate emergency contact for students; all responsibility to notify appropriate emergency contacts for students shall fall upon District and specifically the Teacher.

F. Affiliate shall maintain business liability insurance.

G. Affiliate shall identify work areas for training students as deemed appropriate by Affiliate's management staff.

H. Affiliate shall provide on-site supervision in specified training areas with the cooperation of the Teacher.

I. Affiliate shall consider students who meet competency requirements for future employment.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the experience, plus any equipment, expendable supplies and services necessary for the proper operation of the experience. In connection with the foregoing, Affiliate shall be responsible for compliance of its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment 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, or any other classes which are considered protected classes by State and/or Federal law.

5. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and students to report any incident/injury that occurs during the experience or that is witnessed as having occurred at any location of Affiliate. Neither District, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow-up as a consequence of such incident/injury. District shall be responsible for compliance by District, by its personnel, and by the students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

6. **INSURANCE:** During the term of this Agreement and any extension thereof, District 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 District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, District 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 Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement.

Affiliate 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 Affiliate and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to District annually unless requested earlier. Affiliate shall give District thirty (30) days prior written notice to the extent Affiliate has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify District. In the event that Affiliate maintains claims-made coverage, and Affiliate's coverage is terminated within three (3) years of the date on which District ceases to participate or have Students participate in the Experience or District employees facilitate participation in the Experience pursuant to this Agreement, Affiliate 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 District, any Student or any District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by District.

7. INDEPENDENCE OF THE PARTIES:

Affiliate is an independent contractor and District has no supervisory authority or control over Affiliate or Affiliate's employees in the performance of this Agreement. Neither Affiliate nor Affiliate's employees shall be deemed agents or employees of District and any representation to the contrary by Affiliate or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Affiliate shall not employ, contract with, or otherwise use the services of any officer or employee of District. Affiliate certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material interest with District.

8. TERM; EXTENSION; TERMINATION:

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June 30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District

shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with the effective date of the termination. Payments made to Affiliate or recoveries by District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: 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 engage in good faith negotiations towards amending the Agreement.

9. MISCELLANEOUS PROVISIONS:

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. 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 Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: 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. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be

a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

E. Governing Law: This Agreement will be governed by the 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.

F. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School District of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

G. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

H. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District.

I. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

J. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

K. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

L. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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 for convenience upon written notice.

M. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

N. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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.'' SAM Exclusions 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.

O. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. 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 Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

P. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

Q. 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 Affiliate will in no way be a cause for relief from responsibility. Affiliate 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 Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

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

T. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

U. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

V. 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 Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a

subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

W. 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.

X. 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,** Church on the Rock of Manatee County, Inc.d/b/a Kids on the Rock and The School District of Manatee County, Florida 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:

_____

General Counsel

Date 4/24/2024 By: MEppinger

(Affiliate Authorized Signature)

Title: Director



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

Detail by Entity Name

Florida Not For Profit Corporation

CHURCH ON THE ROCK OF MANATEE COUNTY, INC.

Filing Information
Document NumberN15560 FEI/EIN Number59-2770897 Date Filed06/20/1986 StateFL StatusACTIVE
Principal Address
1401 14TH AVE WEST
PALMETTO, FL 34221

Changed: 02/25/2008
Mailing Address
1401 14TH AVE WEST
PALMETTO, FL 34221

Changed: 02/25/2008
Registered Agent Name & Address MATHEWS SR, TALMADGE L
1489 17TH STREET WEST
PALMETTO, FL 34221

Name Changed: 02/25/2008

Address Changed: 04/19/2006
Officer/Director Detail **Name & Address**

Title VP

MATHEWS, RUTH F
1489 17TH STREET WEST
PALMETTO, FL 34221

Title Secretary, Treasurer

Riker, Shelly L, Phd
2015 5th STREET W
PALMETTO, FL 34221

Title President, Director

Mathews, Talmadge L, Sr.
1489 17th STREET W
PALMETTO, FL 34221

Annual Reports

Report Year	Filed Date
2022	05/18/2022
2023	03/14/2023
2024	02/08/2024

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Florida Department of State, Division of Corporations

Florida Department of State

- Division of Corporations

AGENDA ITEM NO. 10.23

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Agreement Between the School District of Manatee County and Humane Society of Manatee County, Inc. for On-The-Job Training for Exceptional Student Education Students for the 2024-2027 School Years (No Financial Impact)

Executive Summary
The School District has, over the years, contracted with numerous providers for on-the-job training (OJT) career experiences for Exceptional Student Education (ESE) students as they transition from school to work. In order for students to continue to fully participate in this type of on-the-job career experience program, it is necessary for each of the participating providers to sign an agreement with the District.
.
This agreement will provide high school ESE students who are enrolled in a career experience course to earn elective credits towards a standard diploma. The program satisfies course credit requirements, as well as places emphasis on career and employability skills. An ESE teacher or job coach will provide supervision of the students. In addition, for ESE students who qualify for supported employment services through Vocational Rehabilitation (VR), Employment Specialists will assist both businesses and ESE students regarding work accommodations and modifications when necessary for job success. Students that participate in the OJT program at this job site will be taught, but are not limited to, skills in maintenance, custodial, and stocking skills.

A copy of the agreement is attached for review.

Affiliation Agreement: Humane Society of Manatee County, Inc.

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 agreement between the School District of Manatee County and Humane Society of Manatee County, Inc. for on-the-job training for Exceptional Student Education students for the 2024-2027 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 for ESE Career Experience with Humane Society, Board Date 052824
Florida Corporate Reg Info, Humane Society

The School District of Manatee County, Florida
Affiliation Agreement for Career Experience
with Humane Society of Manatee County, Inc.

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and Humane Society of Manatee County, Inc, A **Florida Not for Profit Corporation** (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that students enrolled in the Career Experience Program and qualified as Exceptional Students, are provided the opportunity and benefit of the facilities of Affiliate for gainful employability skills and workplace competencies.

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, Affiliate and District hereby agree as follows:

1. **DISTRICT RESPONSIBILITIES:** District shall perform all of the following duties and obligations with due diligence, due care and in good faith:

   A. District shall provide a Teacher of Exceptional Education/Job Coach (Teacher) to be available on a daily basis to work with the identified students. Teacher will collaborate with the assigned site personnel to ensure that students' meet identified curriculum framework competencies and has the authority, after consultation with Affiliate, to discontinue the training of any student when Teacher deems discontinuance appropriate.

   B. District shall provide transportation for the students to the worksite and back to the selected school center each day.

   C. District shall require all participating students subscribe to the school accident insurance coverage and that evidence of this coverage be presented for each student to Affiliate if requested.

   D. District shall provide general liability "student in practicum" insurance coverage, covering any negligent acts committed by a student while enrolled in any on-the-job educational training programs.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith.

   A. The personnel of Affiliate will recognize students as participants in an educational program and will be willing to cooperate as appropriate to make arrangements for teaching situations for students that will contribute to their growth and development of skills.

   B. Affiliate shall certify to District that it is licensed to operate in the State of Florida.

C. Affiliate shall designate personnel to serve as role-model trainers for students.

D. Affiliate shall not compensate students for their participation in the career experiences.

E. Affiliate shall provide students with emergency medical care (first aid) in the event of an accident or injury. In the event of accident, injury, or serious illness of any student, Affiliate will immediately notify the Teacher. Affiliate shall not be responsible for notifying the appropriate emergency contact for students; all responsibility to notify appropriate emergency contacts for students shall fall upon District and specifically the Teacher.

F. Affiliate shall maintain business liability insurance.

G. Affiliate shall identify work areas for training students as deemed appropriate by Affiliate's management staff.

H. Affiliate shall provide on-site supervision in specified training areas with the cooperation of the Teacher.

I. Affiliate shall consider students who meet competency requirements for future employment.

3. **PROVISION OF FACILITIES AND EQUIPMENT:** Affiliate shall provide appropriate space designated for the experience, plus any equipment, expendable supplies and services necessary for the proper operation of the experience. In connection with the foregoing, Affiliate shall be responsible for compliance of its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **NONDISCRIMINATION AND ANTI-HARASSMENT:** District and Affiliate shall not discriminate nor tolerate harassment 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, or any other classes which are considered protected classes by State and/or Federal law.

5. **INCIDENT/INJURY REPORTING:** District shall be responsible for advising its personnel and students to report any incident/injury that occurs during the experience or that is witnessed as having occurred at any location of Affiliate. Neither District, Affiliate, nor their respective personnel shall be responsible for any medical care, counseling or other necessary follow-up as a consequence of such incident/injury. District shall be responsible for compliance by District, by its personnel, and by the students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

6. **INSURANCE:** During the term of this Agreement and any extension thereof, District 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 District will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, District 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 Affiliate, District will provide a certificate of insurance verifying coverage, and District will notify Affiliate in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. If District fails to obtain or maintain the insurance required hereunder, Affiliate at its option may terminate this Agreement.

Affiliate 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 Affiliate and their employees participate in pursuant to this Agreement. Evidence of professional and general liability insurance coverage shall be provided to District annually unless requested earlier. Affiliate shall give District thirty (30) days prior written notice to the extent Affiliate has such notice of impending cancellation or termination of such insurance and, upon cancellation or termination thereof, shall immediately notify District. In the event that Affiliate maintains claims-made coverage, and Affiliate's coverage is terminated within three (3) years of the date on which District ceases to participate or have Students participate in the Experience or District employees facilitate participation in the Experience pursuant to this Agreement, Affiliate 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 District, any Student or any District employee participated or facilitated in the Experience, as contemplated by this Agreement. Failure to secure and maintain the insurance coverage required by this Agreement shall constitute a material default and the Agreement may be terminated by District.

7. INDEPENDENCE OF THE PARTIES:

Affiliate is an independent contractor and District has no supervisory authority or control over Affiliate or Affiliate's employees in the performance of this Agreement. Neither Affiliate nor Affiliate's employees shall be deemed agents or employees of District and any representation to the contrary by Affiliate or its employees shall constitute a violation of this Agreement and shall be grounds for immediate Termination for Cause. Affiliate shall not employ, contract with, or otherwise use the services of any officer or employee of District. Affiliate certifies that its owner(s), officers, directors or agents, and members of their Immediate family, do not have an employee relationship or other material interest with District.

8. TERM; EXTENSION; TERMINATION:

A. Term and Extension: This Agreement shall be in effect for a period of three school years commencing on the date of execution by all parties and terminating on June 30, 2027. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2027.

B. Termination for Cause: Affiliate shall be considered in material breach of this Agreement and such breach will be considered cause for District to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to properly and timely perform in accordance with the Agreement; (2) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Affiliate or by any of Affiliate's principals, partners, officers or directors; (3) failure to obey laws, ordinances, regulations or other codes of conduct, or (4) otherwise materially breaching this Agreement. District shall promptly notify Affiliate in writing of the determination and the reason(s) for the termination, together with

the effective date of the termination. Payments made to Affiliate or recoveries by District 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. Notwithstanding anything herein to the contrary, District may unilaterally terminate this Agreement for refusal by Affiliate to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Affiliate in conjunction with this Agreement.

C. Termination for Convenience: Upon not less than 30 days advance written notice, District may terminate this Agreement, in whole or in part, for District's convenience and without cause in accordance with this clause.

D. Effect of Illegality: 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 engage in good faith negotiations towards amending the Agreement.

9. MISCELLANEOUS PROVISIONS:

A. Compliance with Jessica Lunsford Act: Affiliate shall comply with the Jessica Lunsford Act (JLA). Affiliate shall comply with Sections 1012.465, 1012.467, 1012.468, Florida Statutes, and all other applicable Florida laws governing background screening requirements, fingerprinting and criminal history checks. Affiliate and Affiliate's personnel who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds shall meet the screening requirements of Section 1012.32, Florida Statutes. Affiliate hereby indemnifies and holds harmless District for any claims made against District related to the failure of Affiliate or Affiliate's personnel to comply with any of the laws referenced in this paragraph or related to Affiliate's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

B. 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 Agreement may be cancelled by District upon thirty days written notice and District shall be released of any and all obligations under this Agreement.

C. Entire Agreement: 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. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained herein.

D. Amendments; Waivers: No modification or amendment of any provision of this Agreement will be effective unless in writing and signed by both parties. The failure or neglect by any party to enforce any right under this Agreement shall not be deemed to be a waiver of that party's rights. A waiver shall not be effective unless it is in writing and signed by the party who possesses the right to waive enforcement of same.

E. Governing Law: This Agreement will be governed by the 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.

F. Indemnification: Affiliate shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School District of Manatee County, Florida, and its members from any and all liability, losses or damages, including attorneys' fees and costs of defense, which District, its officers, employees, and agents, and the School Board of Manatee County, Florida, and its members may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Affiliate, its employees, officers and agents. The parties agree to promptly notify one another of any claims and to cooperate in the defense of all claims towards a goal of settling or otherwise disposing of all claims in a manner that is mutually agreeable to both parties. To the extent permitted by law, each party agrees to be fully responsible for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. The indemnification provisions of this Agreement shall survive termination of this Agreement for any claims that may be filed after the termination date of the Agreement provided the claims are based upon actions that occurred during the performance of this Agreement.

G. Confidentiality: The parties agree to maintain confidential records and information pursuant to applicable law, including, but not limited to, the Americans with Disabilities Act, the Family and Medical Leave Act, Family Educational Rights and Privacy Act, the Genetic Information Nondiscrimination Act, the Health Insurance Portability and Accountability Act. Regarding data storage and breaches, Affiliate shall employ commercial best practices for ensuring the security of all District data including, but not limited to, electronic, spoken and paper information accessed, used, created, maintained, disposed of, or otherwise handled in the course of Affiliate's performance of this Agreement. In the event of a breach of security as defined in Section 501.171, Florida Statutes, Affiliate shall notify District immediately, but no later than ten days following a determination of a breach of data security. Additionally, Affiliate shall fully cooperate, at its own expense, with District regarding District's statutory notification requirements. This cooperation includes law enforcement and auditors. Additionally, the parties acknowledge that District as a local governmental entity is subject to the State of Florida's public record laws. Should a request be made for disclosure of confidential records of Affiliate, District shall provide notice to the other party who may then, at its discretion, respond to the request. Should Affiliate not disclose the records or documents, Affiliate will defend and indemnify District for any fees and costs which are incurred or taxed against District because of the non-disclosure. Should Affiliate require confidential student information or personally identifiable information as a "school official," it may enter into a separate data privacy and sharing agreement with District.

H. Sovereign Immunity: Affiliate acknowledges and agrees that District does not waive its immunity and nothing herein, including the naming of District as an additional insured, shall be interpreted or deemed as a waiver of District's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and District expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by District.

I. Contact with Students: Unless otherwise specified, Affiliate will not permit any employee, independent contractor, material men, supplier or anyone involved in any manner with work pursuant to this Agreement on District property. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from District. Affiliate shall be responsible for insuring compliance by all employees, independent contractors and subcontractors or other persons involved in any manner with work pursuant to this Agreement.

J. Standards of Conduct: Affiliate will be held to the same standards of conduct as District employees while conducting business with District. These standards, as defined in District policies, will apply to Affiliate's employees and employees of Affiliate's subcontractors.

K. Severability: If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the parties contained herein are not materially prejudiced and the intentions of the parties continue to be effective.

L. Force Majeure: The term "Force Majeure" means circumstances beyond the reasonable control of a party, (such as an act of God, a government restriction, a war, an insurrection, a labor dispute, a financial insolvency, an economic hardship, a strife, a 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 for convenience upon written notice.

M. Equal Opportunity: Affiliate shall not discriminate on the basis of race, color, ethnicity, sex, national origin, religion, disability, pregnancy, age, ancestry, genetic information, or marital status.

N. Federal Debarment & Suspension Certification: A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions 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.'' SAM Exclusions 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.

O. Compliance With The Public Records Act: By entering into this Agreement, Affiliate acknowledges that the portion of its books and records related to this Agreement with District may become subject to inspection and copying under the Florida Public Records Act, and that it will in all respects comply with any requirements of that Act. Pursuant to Section 119.0701, Florida Statutes, because Affiliate is performing services on behalf of District, Affiliate shall:

i. Keep and maintain public records required by District to perform pursuant to the Agreement.

ii. Upon request from District's custodian of public records (identified below), provide District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

iii. 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 Agreement term and following completion of the Agreement if Affiliate does not transfer the records to District.

iv. Upon completion of this Agreement, transfer, at no cost, to District all public records in possession of Affiliate or keep and maintain public records required by District to perform the service. If Affiliate transfers all public records to District upon completion of this Agreement, Affiliate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Affiliate keeps and maintains public records upon completion of this Agreement, Affiliate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to District, upon request from District's custodian of public records, in a format that is compatible with the information technology systems of District.

IF AFFILIATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AFFILIATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 215 MANATEE AVENUE W., BRADENTON, FLORIDA, 34205 (941) 708-8770, PUBLICRECORDS@MANATEESCHOOLS.NET.

P. School District Policy: In accordance with District Policy, no contract for providing supplies, equipment or services shall be effective with any individual or business entity in which any board member of District or District's Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which District's Superintendent, any board member of District, or any spouse or child of the foregoing has an employment relationship or a material interest. No District employee may directly or indirectly purchase or recommend for purchase 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.

Q. 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 Affiliate will in no way be a cause for relief from responsibility. Affiliate 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 Agreement. Affiliate must not be in violation of any zoning or other ordinances in the performance of this Agreement.

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

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

T. Possession of Firearms: Possession of firearms will not be tolerated on any District property or setting that is under the control and supervision of District for the purpose of school activities approved and authorized by District. No person who has a firearm in their vehicle may park their vehicle on District property. If any employee or independent contractor of Affiliate, or any of its subcontractors, is found to have brought a firearm on District property, said individual shall be immediately removed from District property by Affiliate and barred from performing further work relative to the Agreement. If a subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District. "Firearm" has the same meaning given in Section 790.001, Florida Statutes.

U. Criminal Acts: Employment and performing work relative to the Agreement by Affiliate, 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 (as defined by Fla. Admin. Code R. 6A-10.083) will not be tolerated. If it is determined that any person with such criminal history is performing work relative to the Agreement, Affiliate agrees to take all steps necessary to remove such person from performing work relative to the Agreement and District property. District shall have the right to terminate this Agreement if Affiliate does not comply with this provision.

V. 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 Affiliate employees or independent contractors or its subcontractors' employees or independent contractors will not be tolerated on 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 District property, said employee or independent contractor shall be removed and barred from performing work relative to the Agreement by Affiliate. If a

subcontractor fails to terminate said employee or independent contractor, Affiliate shall terminate its agreement with the subcontractor. If Affiliate fails to terminate said employee or independent contractor or fails to terminate the agreement with the subcontractor who fails to terminate said employee or independent contractor, this Agreement may be terminated by District.

W. 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.

X. 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,** Humane Society of Manatee County, Inc and The School District of Manatee County, Florida 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:

_____

General Counsel

Date 4/24/2024 By: Romanie Harris

(Affiliate Authorized Signature)

Title: Events & Volunteer Coordinator



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

Detail by Entity Name

Florida Not For Profit Corporation

HUMANE SOCIETY OF MANATEE COUNTY, INC.

Filing Information
Document Number726037 FEI/EIN Number59-1819652 Date Filed04/07/1973 StateFL StatusACTIVE Last EventAMENDED AND RESTATED ARTICLES Event Date Filed03/18/2010 Event Effective DateNONE
Principal Address
2515 14TH ST W
BRADENTON, FL 34205-6409

Changed: 04/19/1994
Mailing Address
2515 14TH ST W
BRADENTON, FL 34205-6409

Changed: 04/19/1994
Registered Agent Name & Address russell, hildy, finance director
2515 14TH ST W
BRADENTON, FL 34205

Name Changed: 02/05/2016

Address Changed: 01/15/2010
Officer/Director Detail **Name & Address**

Title PD

Grier, Tom
2515 14TH ST W
BRADENTON, FL 34205-6409

Title Director of Finance and Communication

russell, hildy
2515 14TH ST W
BRADENTON, FL 34205-6409

Title Executive Director

Yocum, Richard
2515 14TH ST W
BRADENTON, FL 34205-6409

Title Treasurer

Dinsmore, Michael
2515 14TH ST W
BRADENTON, FL 34205-6409

Title Director of Development

Bliss, Valerie
2515 14TH ST W
BRADENTON, FL 34205-6409

Title VP

Hess, Lisa
2515 14th Street W
Bradenton, FL 34205

Title Secretary

Sarnowski, Lorraine
2515 14TH ST W
BRADENTON, FL 34205-6409

Annual Reports

Report Year	Filed Date
2022	01/24/2022
2023	01/25/2023
2024	02/01/2024

Document Images

02/01/2024 -- ANNUAL REPORT	View image in PDF format
01/25/2023 -- ANNUAL REPORT	View image in PDF format
01/24/2022 -- ANNUAL REPORT	View image in PDF format
02/01/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
06/13/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format

01/10/2017 -- ANNUAL REPORT	View image in PDF format
02/05/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
01/23/2013 -- ANNUAL REPORT	View image in PDF format
01/30/2012 -- ANNUAL REPORT	View image in PDF format
01/07/2011 -- ANNUAL REPORT	View image in PDF format
03/18/2010 -- Amended and Restated Articles	View image in PDF format
01/15/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
01/28/2008 -- ANNUAL REPORT	View image in PDF format
01/12/2007 -- ANNUAL REPORT	View image in PDF format
03/07/2006 -- ANNUAL REPORT	View image in PDF format
01/12/2005 -- ANNUAL REPORT	View image in PDF format
02/04/2004 -- ANNUAL REPORT	View image in PDF format
04/04/2003 -- ANNUAL REPORT	View image in PDF format
05/17/2002 -- ANNUAL REPORT	View image in PDF format
03/29/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
05/07/1999 -- ANNUAL REPORT	View image in PDF format
05/05/1998 -- ANNUAL REPORT	View image in PDF format
03/27/1997 -- ANNUAL REPORT	View image in PDF format
06/27/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Florida Department of State

- Division of Corporations

AGENDA ITEM NO. 13.1

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Reclassification of the Job Description and Position of Manager, Security to Supervisor, Security (General Fund)

Executive Summary
The reclassification of Manager, Security to Supervisor, Security job description, and position is needed for several reasons. First, to reallocate the increased workload of the Director, Security, who serves as the DOE School Safety Specialist for the District. The School Safety Specialist is trained by the Office of Safe Schools and is responsible for the supervision and oversight of all school safety and security personnel, policies, and procedures in the school district and, by October 1 of each year, conduct a school security risk assessment at each public school using the Florida Safe Schools Assessment Tool (FSSAT) developed by the Office of Safe Schools pursuant to Statute. Second, House Bill 1473: School Safety revises provisions and establishes reporting requirements for school guardian programs and school guardians, revises school safety requirements for DOE, school districts, charter schools, and school safety specialists, which will be in Statute for the next school year. The School Safety Specialist will be required to inspect all schools for security violations and report to the Superintendent and the Board quarterly. The increase in duties and workload may not allow for effective and efficient supervision of all personnel assigned. Third, the District is administering the Evolv Weapons Detections Systems in all High Schools, and random deployment in all Middle Schools, adding nine new Guardian positions and one Lead Guardian position. All 62 Guardians will need to be well-trained and supervised as they are carrying advanced firearms daily for duty. Finally, we are building new schools where we will need additional security. The Supervisor, Security will have supervisory and performance responsibilities, ensuring that the District is compliant with all requirements and provides adequate supervision and training to the assigned personnel. The reclassification includes updates to the position's supervisory role, performance responsibilities, and a change in pay grade from D10 to D12, which is on par with other supervisor positions in the operations division.

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 3
Develop an innovative leadership development program and succession-planning model to attract and support quality school and District leaders

Recommendation
The Superintendent recommends approval of the reclassification of the job description and position of Manager, Security to Supervisor, Security (General Fund).

Financial Impact
The salary range for the position is from $67,154 to $121,365, plus benefits, and is included in the department budget for the 2024-2025 school year.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
79017 Supervisor of Security SUP260 - Redlined
79017 Supervisor of Security SUP260 - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ~~MANAGER~~SUPERVISOR, SECURITY
State Title: Supervisor of Security
JOB DESCRIPTION

JOB GOAL
To provide direction and leadership in the area of security while ensuring a secure environment for the students and staff.

QUALIFICATIONS:
1. Bachelor's degree from accredited educational institution and or four years of directly related experience in lieu of degree.
2. Minimum three (3) years of successful experience in directly related work.
3. K-12 District experience highly preferred.
4. Prior sworn law enforcement experience a plus.

KNOWLEDGE, SKILLS, AND ABILITIES:
Ability to read, analyze, and interpret governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from top management, public groups, and school board members. Ability to provide training to employees. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret technical data; demonstrated ability to communicate with technical and non-technical individuals. Ability to keep informed and keep the school district in compliance with federal and state regulations and School District policy. Ability to develop, implement and maintain an effective security program and coordinate all aspects of security compliance and education, in accordance with a ~~public school~~public-school setting. Ability to conduct and/or coordinate security education classes and campus security training. Ability to work calmly in difficult security situations. Ability to work with multiple, diverse law enforcement and other entities serving the District to provide for the security of students and staff. Ability to maintain confidentiality when appropriate.

REPORTS TO:
Director of ~~Risk Management~~Security

SUPERVISES:
Lead Guardians, Armed Security Officers, Background and Fingerprint Specialist, and other Assigned Personnel

PERFORMANCE RESPONSIBILITIES:
1. Personnel Security (SROs/Security Officers) – Manage all functions related to these resources including contract management, resource management, law enforcement communication and collaboration, and invoice processing.
2. Facility Security (Security Guards) – Manage after-hours security incidents and routing to appropriate party. ~~Also providing~~Provide access to buildings after hours as needs arise. Manage and facilitate the operation of Evolv Weapons Detections Systems at schools and sporting events.
3. Locks/Hardware – Work with maintenance to ensure these are kept in good working order or repaired as needed. Also determine when the need exists to upgrade or replace these devices.
4. Keys – Work with maintenance to ensure there are appropriate controls around the issuing and management. Develop, implement, and train on district wide procedures and protocols for key management.
5. Security Cameras – Work with maintenance to ensure the cameras are kept in good working order or repaired as needed. Also determine when the need exists to upgrade or replace these devices. Coordinate securing camera footage as needed for law enforcement or other security needs. Develop and update district standards for security camera systems.
6. Alarms – Manage the response to fire and security alarms that are activated, especially after hours. Develop and update district standards for fire and security alarm systems.
7. Radios (Communication) - Work with maintenance and IT to ensure the radios are kept in good working order or repaired as needed. Also determine when the need exists to upgrade or replace these devices.
~~1.~~8. Visitor Management – Collaborate with IT to ensure proper procedures, protocols and enforcement guidelines are implemented and monitored regularly. Develop and update district standards for visitor-

management system.

9. Ensure DOE's Clearinghouse implementation of employee and volunteer background and fingerprints procedures and processes are within State guidelines.

~~8.~~10. Identification Cards - Collaborate with IT to ensure proper procedures, protocols and enforcement guidelines are implemented and monitored regularly for their use. Develop and update district standards for IC card system.

~~9.~~11. Capital Projects – Coordinate assigning subject matter resources to assist the Capital Projects team in the design or modification of district facilities.

12. Guardian Training – Maintain records of Guardian firearm, rifle training, active assailant, CPR, and other Guardian training.

~~10.~~13. Maintain positive relationships with coworkers, school personnel and administrators.

~~11.~~14. Model and maintain high ethical standards.

~~12.~~15. Maintain confidentiality regarding district and department matters.

~~13.~~16. Participate in workshops and training sessions as required.

~~14.~~17. Respond to inquiries and concerns in a timely manner.

~~15.~~18. Follow attendance, punctuality, and proper dress rules.

~~16.~~19. Keep supervisor informed of potential problems or unusual events.

~~17.~~20. Follow all School Board policies, rules, and regulations.

~~18.~~21. Demonstrate support for the School District and its goals and priorities.

~~19.~~22. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects. Traveling in personal car from school to school on an itinerant schedule.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

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

Board approved:
01/27/2015

Revised:
06/18/2018
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: ~~D10~~D12
SHORT TITLE: SUP260
STATE JOB CODE: 79017

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: SUPERVISOR, SECURITY
State Title: Supervisor of Security
JOB DESCRIPTION

JOB GOAL
To provide direction and leadership in the area of security while ensuring a secure environment for the students and staff.

QUALIFICATIONS:
1. Bachelor's degree from accredited educational institution and or four years of directly related experience in lieu of degree.
2. Minimum three (3) years of successful experience in directly related work.
3. K-12 District experience highly preferred.
4. Prior sworn law enforcement experience a plus.

KNOWLEDGE, SKILLS, AND ABILITIES:
Ability to read, analyze, and interpret governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from top management, public groups, and school board members. Ability to provide training to employees. Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret technical data; demonstrated ability to communicate with technical and non-technical individuals. Ability to keep informed and keep the school district in compliance with federal and state regulations and School District policy. Ability to develop, implement and maintain an effective security program and coordinate all aspects of security compliance and education, in accordance with a public-school setting. Ability to conduct and/or coordinate security education classes and campus security training. Ability to work calmly in difficult security situations. Ability to work with multiple, diverse law enforcement and other entities serving the District to provide for the security of students and staff. Ability to maintain confidentiality when appropriate.

REPORTS TO:
Director of Security

SUPERVISES:
Lead Guardians, Armed Security Officers, Background and Fingerprint Specialist, and other Assigned Personnel

PERFORMANCE RESPONSIBILITIES:
1. Personnel Security (SROs/Security Officers) – Manage all functions related to these resources including contract management, resource management, law enforcement communication and collaboration, and invoice processing.
2. Facility Security (Security Guards) – Manage after-hours security incidents and routing to appropriate party. Provide access to buildings after hours as needs arise. Manage and facilitate the operation of Evolv Weapons Detections Systems at schools and sporting events.
3. Locks/Hardware – Work with maintenance to ensure these are kept in good working order or repaired as needed. Also determine when the need exists to upgrade or replace these devices.
4. Keys – Work with maintenance to ensure there are appropriate controls around the issuing and management. Develop, implement, and train on district wide procedures and protocols for key management.
5. Security Cameras – Work with maintenance to ensure the cameras are kept in good working order or repaired as needed. Also determine when the need exists to upgrade or replace these devices. Coordinate securing camera footage as needed for law enforcement or other security needs. Develop and update district standards for security camera systems.
6. Alarms – Manage the response to fire and security alarms that are activated, especially after hours. Develop and update district standards for fire and security alarm systems.
7. Radios (Communication) - Work with maintenance and IT to ensure the radios are kept in good working order or repaired as needed. Also determine when the need exists to upgrade or replace these devices.
8. Visitor Management – Collaborate with IT to ensure proper procedures, protocols and enforcement

guidelines are implemented and monitored regularly. Develop and update district standards for visitor management system.

9. Ensure DOE's Clearinghouse implementation of employee and volunteer background and fingerprints procedures and processes are within State guidelines.
10. Identification Cards - Collaborate with IT to ensure proper procedures, protocols and enforcement guidelines are implemented and monitored regularly for their use. Develop and update district standards for IC card system.
11. Capital Projects – Coordinate assigning subject matter resources to assist the Capital Projects team in the design or modification of district facilities.
12. Guardian Training – Maintain records of Guardian firearm, rifle training, active assailant, CPR, and other Guardian training.
13. Maintain positive relationships with coworkers, school personnel and administrators.
14. Model and maintain high ethical standards.
15. Maintain confidentiality regarding district and department matters.
16. Participate in workshops and training sessions as required.
17. Respond to inquiries and concerns in a timely manner.
18. Follow attendance, punctuality, and proper dress rules.
19. Keep supervisor informed of potential problems or unusual events.
20. Follow all School Board policies, rules, and regulations.
21. Demonstrate support for the School District and its goals and priorities.
22. Perform other tasks consistent with the goals and objectives of this position.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force as frequently as needed to move objects. Traveling in personal car from school to school on an itinerant schedule.

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

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

Board approved:
01/27/2015

Revised:
06/18/2018
TBD

SALARY SCHEDULE: SAMP
PAY GRADE: D12
SHORT TITLE: SUP260
STATE JOB CODE: 79017

AGENDA ITEM NO. 13.2

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of Student and Adult Meal Price Increases for School Year 2024-2025

Executive Summary
The School District of Manatee County has not raised meal prices since the 2021-2022 school year; however, several factors now necessitate a price increase. These factors include the U.S. Department of Agriculture lowering per-meal reimbursement rates and the sunsetting of additional Supply Chain Assistance funds provided to offset increased food and supply costs. Additional factors include a 19% increase in food and supply costs, a 10% increase in average hourly labor costs, and more than double-digit increases for equipment, utilities, employee benefits, and other services since the 2021-2022 school year. The recommendation is to raise lunch prices $.35 per meal at elementary schools and $.40 at secondary schools. Elementary student-paid lunches would now be $3.10, and secondary student-paid lunches would now be $3.40. Secondary students receive additional portions of fruits and vegetables. Adult meal prices will be increased from $2.00 to $2.30 for breakfast and from $4.00 to $4.50 for lunch.

A survey of surrounding districts is attached showing that the School District of Manatee County would be in the range of other districts.

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 student and adult meal price increases for the school year 2024-2025.

Financial Impact
The financial impact to the Food and Nutrition Services Fund 410 would be an approximate increase of $450,000.00 in revenue.

Contact
Submitting Department: Food and Nutrition Services
Initiated by: Regina Thoma

Attachments:
2024-2025 Meal Price Comparison

School Year 2024-2025 Meal Price Comparison

	2023-2024				2024-2025 Proposed			
	SDMC	Pinellas	Sarasota	Hillsborough	SDMC	Pinellas	Sarasota	Hillsborough
Breakfast	FREE	FREE	$ 1.50	FREE	FREE	FREE	TBD	FREE
			$ 2.00					
Adult	$ 2.00	$ 2.50	$ 3.00	N/A	$ 2.30	$ 3.25	TBD	N/A
Lunch								
Elementary	$ 2.75	$ 2.25	$ 2.75	$ 2.25	$ 3.10	$ 3.00	TBD	$ 2.25
Middle	$ 3.00	$ 2.75	$ 3.00	$ 2.75	$ 3.40	$ 3.25	TBD	$ 2.75
High	$ 3.00	$ 2.75	$ 3.25	$ 2.75	$ 3.40	$ 3.25	TBD	$ 2.75
Adult	$ 4.00	$ 3.50	$ 5.00	$ 4.50	$ 4.50	$ 5.00	TBD	$ 4.50

AGENDA ITEM NO. 13.3

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval to Purchase Scribbles Software Subscription, SDMC No. 25-0044-RG, Estimated at $501,031.00 for Five Years (Multiple Funding Sources)

Executive Summary
In August 2020, School District of Manatee County entered into an agreement for contractual services (no cost) and implemented Scribbles Software Product "ScribOrder"; ScribOrder is a records fulfillment module. In May 2021, the District entered into an agreement with Scribbles Software for a records management system which includes ScribOnline, Scrib K-12 Transfer, and Scrib Folders, which integrates with ScribOrder. The functionality of these modules is an on-line repository for Alumni records, HR records, finance records, and other K-12 records, student transfer management within and across K-12 districts, and management of K-12 cumulative student folders in a secure and efficient manner.

Scribbles Software is currently serving more than 11,000 schools and over 300 school districts across the United States. Scribbles is a full-service records management company offering solutions to enable school districts to go paperless. Scribbles is SOC2 certified and FERPA compliant.

The requested contract is valid for five (5) years from the date of contract signing by all parties with the option to renew for five (5) additional one (1) year terms. The annual license fee for the Scribbles software is $90,996.00 annually for the first two years, increasing to $114,627.00 in year five for a total of $501,031.00 for the five-year period. The records request fee charged to the requestor generates a modest revenue stream, which averages $36,000.00 annually. These funds are used to purchase supplies for the program.

Historical Expenditures*:
School Year 2023-2024 YTD: $160,000.00 (includes $69,000.00 data conversion expense)
School Year 2022-2023: $107,933.33 (includes $39,600 data conversion expense)
School Year 2021-2022: $163,824.00 (includes $102,824.00 data conversion expense)
* Docufree Corporation/Advanced Imaging Systems, LLC assumed data conversion services as a result of a divestiture by Scribbles and assumed the data conversion portion of the original contract.

Subsection 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 282.004(11), 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."

Approval of this agreement 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 Scribbles Software, Pineville, North Carolina Florida Document No. P96000063428.

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

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 to purchase Scribbles Software subscription, SDMC No. 25-0044-RG, estimated at $501,031.00 for five years. (Multiple Funding Sources)

Financial Impact
The cost to implement this agenda item is estimated at $501,031.00. The funding sources for this annually estimated expenditure are included in the proposed budget for school year 2024-2025.

Contact
Submitting Department: Information Technology
Submitted By: Scott Hansen

Attachments:
Manatee County School District FL Scribbles 24 Renewal_MWS (002)

scribbles SOFTWARE

Order Form

Customer Information:

Customer Name ("Customer"):	School District of Manatee County
Customer Address:	215 Manatee Ave. W, Bradenton, FL 34205
Primary Contact Name:	Scott Hansen
Primary Contact Email Address:	hansen2s@manateeschools.net
Primary Contact Phone:	(941) 708-8770
Invoicing Contact Name:	Scott Hansen
Invoicing Email Address:	hansen2s@manateeschools.net

Order Form Information:

Prepared By:	Marshall Simmonds
Order Form Creation Date:	5/13/24
Order Form Expiration Date:	7/1/24
Subscription Services Invoicing Frequency:	Annual
Professional Services Invoicing Frequency:	All applicable fees invoiced on the first invoice issued pursuant to this Order Form
Payment Terms:	Net 30
Payment Mechanism:	ACH

Subscription Services:

Name of Service	Term Start Date	Term End Date	Line Item Annual Price
ScribCapture	7/1/24	6/30/29	$30,000
ScribTransfer	7/1/24	6/30/26	$12,000
ScribTransfer	7/1/26	6/30/27	$16,000
ScribTransfer	7/1/27	6/30/28	$18,000
ScribTransfer	7/1/28	6/30/29	$23,000
ScribFolders	7/1/24	6/30/26	$12,996
ScribFolders	7/1/26	6/30/27	$16,275
ScribFolders	7/1/27	6/30/28	$22,137
ScribFolders	7/1/28	6/30/29	$25,627
ScribOnline	7/1/24	6/30/29	$36,000
		TOTAL SUBSCRIPTION FEES:	$501,031

Transaction Services:

Name of Service	Term Start Date	Term End Date	Convenience Fee per Transaction	Paid By
ScribOrder Starter	7/1/24	6/30/29	$5	Requestor

Professional Services:

Professional Services (subject to the respective Statement of Work)	Rate	Total Professional Services Fees
0 hours of Professional Services	$250 / hour	$0

Additional details relating to the scope of Professional Services have been included in the Statement of Work attached as Appendix B.

TOTAL SUBSCRIPTION AND PROFESSIONAL SERVICES FEES PAYABLE BY CUSTOMER:	$501,031

Additional terms and conditions related to this Order Form are set forth in Appendix A.

By signing this Order Form, I represent and warrant that the information provided is true and accurate, and I am authorized to sign on behalf of Customer and bind Customer to the terms and conditions of this Order Form, including any documents attached to the Order Form or otherwise incorporated by reference. This Order Form is effective as of the earlier of the date of signature below or the subscription term start date.

Customer	**Scribbles Software**
Signature:	**Signature:**
Name:	**Name:**
Title:	**Title:**
Date:	**Date:**

Appendix A – Order Form Terms

ORDER TERMS

Upon execution of this Order Form, Customer (as identified above in Customer Name) and Scribbles Software, LLC ("Scribbles") will be parties to a legally binding contract consisting of:

1) This Order Form
2) The Software as a Service Terms and Conditions and Professional Services Terms and Conditions located here: https://www.scribsoft.com/legal/terms-conditions.

(collectively, the "Agreement").

The parties agree as follows:

A. Customer agrees to pay the Total Fees Payable in accordance with the Invoicing Frequency and Payment Terms indicated above for the use of the services. Invoices will be sent by electronic delivery unless Customer requests otherwise; in which case, additional fees will apply. Customer's obligations may not be canceled prior to expiration of the Term End Date.
B. Credit card processing fees at the rate of $0.30 per transaction plus 3.3% of the transaction total are charged to the Customer for each transaction handled by Scribbles.
C. The provisions of this Agreement constitute the entire agreement between the parties regarding the subject matter hereof and supersede all proposals, prior agreements, oral or written, and all other communications with respect thereto. No terms and conditions on any purchase order or other document exchanged by the parties will be deemed to modify or amend this Agreement.
D. In the event of any inconsistency or conflict between this Order Form and the Software as a Service Terms and Conditions, this Order Form will take precedence and prevail.
E. All capitalized terms used in this Order, but not defined, shall have the meanings provided in the Software as a Service Terms and Conditions.
F. Unless otherwise specified in this Order Form, travel and expenses are not included in the total price on this Order Form or in any referenced Statement of Work ("SOW"). The Customer is responsible for reimbursing Scribbles for all travel and expense costs related to any services performed under this Agreement.
G. The terms of this Order are Scribbles Confidential Information.
H. Terms described in the Additional Terms section below will, to the extent in conflict, override terms in the Order Terms and/or the Software as a Service Terms and Conditions and/or the Professional Services Terms and Conditions.

ADDITIONAL TERMS

For sake of clarity, the credit card fees referred to in Appendix A, Section B will be assessed to School District of Manatee County based on transactions processed on a monthly basis and deducted fees generated by School District of Manatee County.

Following the conclusion of the initial term of this agreement the Customer will have the option to exercise up to five, one year renewals at the prices paid in their final year of their initial term.

Appendix B – Statement of Work

SUMMARY

Scribbles Software, LLC ("We" or "Scribbles") is pleased to propose this Statement of Work ("SOW") to School District of Manatee County ("You" or "Customer"). This Statement of Work sets forth a description of the Subscription Services and the scope of Professional Services to be provided by Scribbles to Customer, identified in the Order Form (and subject to payment of fees as set forth in the Order Form), in connection with Customer's access and usage of Scribbles' Subscription Services or Transaction Services. We have provided an approach that is designed to achieve Customer's strategic goals and ensure a smooth organizational transition. Our approach offers innovation and agility while managing costs predictably.

SCOPE

SaaS:

Scribbles will provide the Customer the following applications if listed in the Subscription Services:

- ScribChain, is an application used to store, distribute and verify student records for active students and alumni on the Scribbles blockchain.
- ScribChoice, an application for students that desire to attend a school other than their zoned school and/or enroll in specialty programs both academic and the arts.
- ScribEnroll for K-12, an application to manage the student application & enrollment process online.
- ScribEnroll for Pre-K, an online application and placement deployed specifically for Pre-k students.
- ScribFolders, is an application to manage active student cumulative files electronically.
- ScribForms, an online forms and digital signatures application. ScribForms is sold in 5 packs of forms.
- ScribIntegrate, an integrations between Scribbles applications and non-Scribbles applications used by the Customer
- ScribOnline, a document management application for all scanned and managing electronic files. ScribOnline is a district wide license agreement with unlimited users, unlimited departments, and unlimited storage.
- ScribOrder, an application to manage the request, processing, payment, and secure, FERPA-Compliant E-Transcript fulfillment of student records requests for current students, former students, and corporate/3rd party Requests. ScribOrder generates revenue for the Customer that may be used to fund Scribbles applications and conversion services.
- ScribOrder Essentials, an application to manage the request, processing, payment, and secure, FERPA-Compliant E-Transcript fulfillment of student records requests for current students, former students, and corporate/3rd party Requests. ScribOrder generates revenue for the Customer that may be used to fund Scribbles applications and conversion services. Scribbles will provide an agreed upon number of transcript uploads on behalf of the customer on an annual basis.
- ScribTransfer, an application to manage school to school records requests and secure, FERPA-Compliant fulfillment for all records/cumulative folders for students that have transferred from your school to another school.

Scribbles provides applications inclusive of the following services:

- Standard Configuration
- Standard Testing
- Standard Training and mentoring
- Standard Technical support
- Software upgrade releases

Professional Services:

- See separate Statement of Work ("SOW") if applicable

AGENDA ITEM NO. 14.1

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Re-Appointment of Member Bernard A. Wagner to Audit Committee

Executive Summary
Mr. Bernard Wagner's current term to the Audit Committee expires June 30, 2024. He has agreed to continue with the Audit Committee pending School Board approval. His term would extend to June 30, 2027.

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
School Board Recommends approval of reappointment of Bernard 'Skip' Wagner to the Audit Committee for a period of three years.

Financial Impact
No Financial Impact

Contact
Submitting Department: School Board

AGENDA ITEM NO. 14.2

School Board of Manatee County
May 28, 2024 - Regular Board Meeting
Action Item

Title
Approval of Internal Audit Reports including the Transportation Department Audit Report and Position Control Post Audit Review (PAR) Report

Executive Summary
During the May 17, 2024 School Board Workshop, the Audit Committee presented and recommended the School Board approve the following audits; Position Control APR Report, and Transportation Department Audit Report.

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 Board recommends the approval of Internal Audit Reports including the Transportation Department Audit Report and Position Control Post Audit Review (PAR) Report

Financial Impact
No Financial Impact to the General Fund

Contact
Submitting Department : School Board
Initiated by: Audit Committee

Attachments:
Position Control PAR Report-DRAFT
Transportation Department Report-DRAFT

Carr, Riggs & Ingram, LLC
1001 3rd Avenue West
Suite 500
Bradenton, FL 34205

(941) 747-0500
(941) 746-0202 (fax)
CRIcpa.com

April 17, 2024

Audit Committee and
School Board of Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205

RE: Position Control PAR Audit

Pursuant to the approved 2023/2024 internal audit plan, we hereby submit our Post Audit Review of the 2022 Position Control Audit. We will be presenting this report to the Audit Committee at the next scheduled meeting on May 1, 2024.

Our report is organized in the following sections:

DSC-1	Allocation Application Procedures
DSC-2	Separation of Duties – System Access
DSC-3	Overstaffed Positions

We would like to thank all those involved in assisting the Internal Auditors in connection with the Post Audit Review.

Respectfully Submitted,

Carr, Riggs, & Ingram, LLC
Internal Auditors

DRAFT

Finding and Recommended Action	District Action Plan Steps	Audit Follow –Up Testing	Status
PC-1 Allocation Application Procedures			
The Allocation Administrator should develop a PeopleSoft Job Aid for the use of the Allocation Application as well as written procedures for documenting and maintaining support for allocation inputs and updates.	The following to job aids were developed: (1) "Adding an Allocation to the Allocation Page" (04/05/2022), and (2) "Updating an Allocation" (03/24/2022).	Obtained the PeopleSoft Job Aids for Updating an Allocation and Adding an Allocation to the Allocation Page. Both Job Aids have screenshots and step by step guidance on how to perform changes in the Allocation Application. We reviewed the documentation maintained digitally when changes to Allocations in section PC-3. No exceptions noted.	Closed.

DRAFT

Finding and Recommended Action	District Action Plan Steps	Audit Follow –Up Testing	Status
PC-2 Separation of Duties			
Full access for the Allocation Application and the Position Management Module should be given to associates in either the Budget Department for the Allocation Application or the HR Department for the Position Management Module. Additionally, another associate in the Budget Department should be provided full access permission to serve as a backup.	Access to modules as recommended has been modified. The hiring of additional staff in the Budget Department has provided for a designated backup.	Obtained from IT User Access Reports for the Allocation Application and Position Control Module. For the access type of All Access, reviewed that access granted is appropriate and there are no employees that have All Access to both the Allocations Application and Position Control Module. Discussed with Management and reviewed the IT Access Report that a backup has been established and access granted. No exceptions noted.	Closed.

DRAFT

Finding and Recommended Action	District Action Plan Steps	Audit Follow –Up Testing	Status
PC-3			
Management should inquire if the Position Management Module could limit adding positions based on budgeted allocations. As the Allocation Application resides outside of the Position Management Module, this might limit the ability to implement this control. Additionally, Management should create an overstaffed positions exceptions report. This report should highlight any overstaffed positions at a department or school. Although a report is currently available to be pulled for the District as a whole, it is a large report and would require a manual read through to identify those that are overstaffed. The frequency to review this report should also be determined to timely identify any positions that are overstaffed.	Management has created an "IT work ticket" (#72442) to request that Agitech (contracted service provider) enhance the functionality of the Position Management Module to establish a connection with the Allocation Application to ensure posted positions do not exceed allocations. Management has created an "IT work ticket" (#72444) to request that Agitech (contracted service provider) create an "overstaffed positions exceptions" report, with the recommended specification. *Note: A connection was not implemented between the Allocation Application and the Position Management Module. An overstaffed positions exceptions report was created and is reviewed monthly.*	Discussed the review process performed by the Allocations Administrator and Position Manager to review the Overstaffed Position Exceptions Report. Per Management, the amount of time to review of overstaffed exceptions has been reduced drastically with the creation of the report. Obtained and reviewed the Overstaffed Exception Reports for the months of November 2023, December 2023, and January 2024 to ensure report was worked and any overstaffed positions researched and resolutions noted. Obtained and reviewed examples of the now digital documentation of adjustments to allocations of positions at schools and departments. No exceptions noted.	Closed.

DRAFT

School Board of Manatee County

Internal Audit of SDMC – Transportation Department

April 16, 2024

DRAFT

Table of Contents

	Page
TRANSMITTAL LETTER	1
EXECUTIVE SUMMARY	2
Background	6
Objective, Scope, and Methodology	7
Testing and Results	9

DRAFT

CRI CARR RIGGS & INGRAM
CPAs and Advisors

Carr, Riggs & Ingram, LLC
1001 3rd Avenue West
Suite 500
Bradenton, FL 34205

941.747.0500
941.746.0202 (fax)
CRIcpa.com

April 15, 2024

Audit Committee and School Board of
Manatee County
215 Manatee Ave. W.
Bradenton, FL 34205

Pursuant to the 2023/2024 internal audit plan, we hereby submit the Internal Audit of the Transportation Department. We will be presenting this report to the Audit Committee at the next scheduled meeting on May 1, 2024.

Our report is organized in the following sections:

Executive Summary	This provides a summary of the observations and testing results related to our internal audit of the Transportation Department.
Background	This provides an overview of the components of the Transportation Department.
Objectives, Scope, and Methodology	The internal audit objectives and focus are expanded upon in this section as well as the period of our methodology and areas evaluated.
Testing & Results	This section documents the testing performed and results of our internal audit procedures.

DRAFT

We would like to thank all those involved in assisting the Internal Auditors in connection with this audit.

Respectfully Submitted,

Carr, Riggs & Ingram, LLC
Internal Auditors

According to the District's website, the School District of Manatee County bus fleet consists of 211 active school buses which travel over 3.1 million miles annually while transporting approximately 16,000 students. Transportation is provided to students in grades K-12 if they live more than two miles from school. Transportation may or may not be provided for students who live outside the attendance boundaries of the school they attend, and transportation can be provided if they attend a special school or magnet program. The Transportation Department also provides services to just over 200 white fleet vehicles that are used throughout the District by various departments. CRI performed the last internal audit on the Transportation Department in 2020 with a Post Audit Review performed in 2021.

We held an entrance conference with key personnel involved with the Transportation Department to discuss the scope and objectives of the internal audit work, obtain preliminary data, and establish working arrangements. We reviewed the primary laws, rules and policies that govern the District's Transportation Department within the scope of this audit including: Florida State Statute 6A-3.0171 Responsibilities of School Districts for Student Transportation and the Florida Department of Education's *District School Transportation Monitoring Self-Evaluation*. We conducted interviews with management and staff and documented their respective roles in the processes. We updated our understanding of the processes and relevant controls and developed a risk based audit program. Our detailed procedures for the period July 1, 2022 through February 29, 2024 included inquiry, walkthrough and/or testing of individual transactions for the areas listed below.

DRAFT

We developed a risk-based Transportation internal audit program that addressed the following related functions:

- Policies, Procedures, and Regulatory Guidance
- Fleet Maintenance
- Parts and Supplies
- Fuel Program
- Vehicle Safety
- Driver Training
- IT Access
- PeopleSoft Utilization

Overall, the operating controls evaluated during this internal audit related to the Transportation functions noted above are rated as Satisfactory. Cycle counting of parts was implemented since the prior audit and the dispensing gauge on liquid tanks were replaced to provide better accuracy. The Department's fuel management system was updated allowing for real time monitoring and additional reporting. Bus inspections were conducted timely and within the 30-day guidance with repairs performed to address any identified issues. Driver training records were complete with only minor issues noted. The primary recommendations of this audit aim at enhancing monitoring of fuel usage, process documentation, mechanic staffing levels, and the continued improvements to driver training records. The following is a summary of the areas that should be addressed:

Procedure Documentation Moderate (Page 9)

School District Transportation is subject to local, state and federal guidelines. The District's Transportation procedures outlines school bus driver qualifications, responsibilities of school principals, staff, parents and students, school bus procedures for transportation as well as field trips and school bus operating procedures. Although the policy outlines the processes and statutory guidance that the District must adhere to, the Standard Operating Procedure (SOP) lacks detailed procedures for some of the other processes performed by the Department, such as FMLive and Driver Training.

We recommend Transportation Management perform the following:

- Create a SOP for the related tasks and responsibilities related to FMLive. Also establish a back-up to the Jr. Accountant should be established to perform associated tasks and responsibilities.

- Create a SOP for training and bus driver Commercial Driver's License (CDL) certification to ensure compliance with the latest guidance. This should also incorporate the updated Safe Driver Plan that is being developed by the District's Transportation Department.

- Consolidate all Department Procedures into a central Transportation Department Manual. This would include existing, updated, and newly created procedures, along with any associated checklists and process documents.

DRAFT

Mechanic Staffing Moderate (Page 12)

Mechanics perform maintenance on buses and support fleet vehicles for the School District. Support fleet vehicles are vehicles not used to transport students, such as cars, vans, pick-up trucks, dump trucks, etc. There are 22 allocated positions for fleet maintenance: 17 mechanics and 5 lead mechanics. Currently, there are 8 filled positions - 4 lead mechanics and 4 mechanics- leaving 14 open positions in fleet maintenance- 1 lead mechanic and 13 mechanics. The Supervisor of Vehicle Maintenance and Transportation Director indication that many have left the District for higher pay. Hourly rate cannot be negotiated for a new American Federation of State, County, and Municipal Employees (AFSCME) employee, so the Department is unable to attract experienced candidates as the stating rate is still below the average hourly rate for a diesel technician. Although buses are able to be kept on the road due to the number of spares, the current situation is not sustainable according to the Supervisor of Vehicle Maintenance and the Transportation Director.

We recommend Management analyze the cost/benefit to attract and retain their own mechanics versus outsourcing certain maintenance and repair services. Consideration should be given to

the continued availability of buses for the transportation of students while satisfying inspection requirements and corresponding maintenance.

Fuel Usage Monitoring – Moderate (Page 16)

On March 15, 2022, SDMC upgraded FuelMaster to include FMLive. This provides the ability to view fuel transactions, fuel inventory, and system diagnostic information in real time. An AIMS unit collar when placed on the fuel tank of a vehicle limits the ability to fuel at a pump and provides a control to fuel access. The fuel nozzle at the pump detects the presence of an AIMS unit to begin fueling. Many of the AIMS units however, were older units and not compatible with the upgrade, so all compatible white fleet devices were transferred to the buses. White fleet must now enter their asset ID and vehicle mileage at the pump before fueling. Although the Jr. Accountant in the Transportation Department performs periodic reviews of fuel reports and reviews for anomalies, such as negative mileage or incorrect mileage, a review of fuel usage by Department is not performed. There are also white fleet vehicles and off road equipment that have weekend fuel usage. Along with the removal of the AIMS units on the white fleet vehicles, we recommend the Transportation Department perform the following:

- Work with management in other departments, such as Maintenance and Facilities, Security, and IT, to develop a review process of fuel usage reports for reasonableness, especially as it relates to weekend usage. This would be for both white fleet vehicles and off road equipment. The individual department supervisors have better knowledge of their employees' daily activities for fuel usage.

- Evaluate the feasibility to install AIMS units on white fleet vehicles. This provides a control by limiting the ability to only fuel a vehicle from the District's fueling tanks if an AIMS unit is installed.

DRAFT

Consolidated Driver Training Records Low (Page 25)

We obtained a list of active School Bus Drivers and selected a sample of 20 for testing to evaluate compliance with the State of Florida School Bus Safety Inspection Manual and District School Transportation Monitoring Self-Evaluation Guide. During testing, we reviewed for attributes associated with Florida State Statutes such as training records, medical exam certifications, dexterity tests, CDL licenses and endorsements, Driving History Checks, Background Criminal History Checks, and Drug and Alcohol Screening. Although the Transportation Department has created internal certificates and tracking sheets for new hires for their Hours of Pre-Service Training, and started centralizing documents, there were instances in our testing in which documentation was not readily available or located centrally.

We recommend Management perform the following:

- Continue to implement their program to digitize records and documents in order to maintain records for efficient tracking and record keeping.

- Continue to review to ensure information and documentation is current for all drivers and other operators as defined in the District School Transportation Monitoring Self-Evaluation. This would include annual requirements, such as driver training.

Critical	Such an issue would be expected to receive immediate attention from Management, but must not exceed 30 days to remedy from the final Audit Report Date.
High	Such an issue would be expected to receive urgent corrective action by Management, and must be completed within 60 days of the final Audit Report Date.
Moderate	Such an issue would be expected to receive urgent corrective action by Management, and must be completed within 90 days of the final Audit Report Date.
Low	Such an issue does not warrant immediate attention but requires action by Management, and must be completed within 120 days of the final Audit Report Date.

DRAFT

APPENDIX A

BACKGROUND

According to the District's website, the School District of Manatee County bus fleet consists of 211 active school buses which, travel over 3.1 million miles annually while transporting approximately 16,000 students. Each school bus is equipped with air conditioning, seat belts and a global positioning system (GPS) unit. Of the 211 school buses, approximately 51 of the buses have a wheel chair lift. Vehicle Maintenance services a fleet consisting of school buses, cars, vans, and various size trucks for a total of approximately 410 vehicles. The Transportation Center, within the Matzke Support Complex, contains twenty-four bays used to inspect and repair vehicles. One responsibility of the Vehicle Maintenance Department is to coordinate the mandated state inspection of all school buses, including repairs, which must meet the Florida State Board of Education's strict guidelines. Maintenance and inspections are also performed on charter school buses.

The Florida Department of Education's District School Transportation Monitoring Self-Evaluation provides guidance for a number of areas within the Transportation Department to evaluate adherence to Florida State Statutes. The School Bus Operation Qualification section notes that all persons who drive school buses transporting district students must meet the requirements of law and State Board of Education rules related to licensure, training, qualifications and requests for driving history records pursuant to sections 1012.32, 1012.45 and 1012.465, F.S., and rules 6A-3.0141 and 6A-3.0171, F.A.C.

DRAFT

Staffing

Key personnel from the Transportation Department that are involved in the operations and assisted in the internal audit are as follows:

Title
Transportation Director
Vehicle Maintenance Supervisor
Compliance Specialist
Parts Manager
Jr. Accountant

OBJECTIVE

The primary objective was to assess whether the system of internal controls over the Transportation function is adequate and appropriate for promoting and encouraging consistent application of management's objectives including compliance with policies and procedures, as applicable.

SCOPE

Our internal audit scope included review of the Transportation Department activities from July 1, 2022 through February 29, 2024.

METHODOLOGY

We performed a risk assessment of the Transportation Department to determine risk with associated functions. We interviewed Management, reviewed available policies and procedures, and previously issued reports to develop the risk assessment and the resulting audit program. During our audit we tested the following areas within the Transportation Department:

DRAFT

- Policies, Procedures, and Regulatory Guidance
  - District Transportation Policy po8600
  - 6A-3.0171 Responsibilities of School Districts for Student Transportation
  - State of Florida School Bus Safety Inspection Manual 220
  - District Transportation Self Evaluation
- Fleet Maintenance
  - Vehicle Maintenance Costs
  - Mechanic Billed Hours
  - Mechanic Staffing
  - Bus Warranty
- Parts and Supplies
  - Cycle Counting
  - Inventory Testing
  - PCard Transactions
- Fuel Program
  - Fuel Usage Analysis
  - Fuel Usage Reports and Monitoring
  - Fuel Access Controls
- Vehicle Safety and Inspections
  - Bus Inspection Calendar
  - Bus Inspection Reports
  - Vehicle Asset Listing
- Bus Operator Records
  - Driver Training
  - School Bus Operator Qualifications Evaluation
    - Hours of Pre-Service Training
    - Annual Eight Hours of Training

- Current Medical Examiner Certificate
- Current Dexterity Test
- Current CDL License
- Department of Highway Safety and Motor Vehicles (DHSMV) Driving History Check
- Vehicle Accident Report
- Weekly DHSMV Update
- Safe Driver Plan

- System Access
  - PeopleSoft
  - FMLive
  - DHSMV's Motor Vehicle Operator Tracking and Reporting System (MOTRS) Access

- PeopleSoft Utilization

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Policies, Procedures, and Regulatory Guidance

Overview

The District's website contains a general Transportation Policy, po8600, as it relates to duties and responsibilities of those involved in the transportation of students, such as the Transportation Director and bus operators. A number of functions, such as bus inspections, repairs, driver records and training are driven by Florida Statutes. We obtained and reviewed applicable Florida Statutes, the Florida Department of Education (FDOE) District School Transportation Monitoring Self-Evaluation, and the State of Florida School Bus Safety Inspection Manual to assist us in our testing. These requirements are incorporated into the daily processes performed by the Transportation Department.

Results

Throughout the audit and documented in the testing performed, it was evident that Management incorporates the guidance from the Florida Statutes in their processes, as well as procedures created for key functions such as bus inspections and the cycle count of inventory. However, there are opportunities to document additional key processes performed by the Transportation Department.

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Detailed Observations and Recommendations

Procedures ***Medium***

Condition: Although procedures for some areas have been created, procedures have not been created for the fuel management system, FMLive, and the bus driver Commercial Driver's License (CDL) certification process have not been documented.

Impact: Not having step by step documented procedures in the bus driver CDL certification process and FMLive processes could lead to certain steps not being conducted in the performance of the functions.

Criteria: Management does have documented policies and procedures in some areas, such as in Parts and Supplies. However, the CDL certification has steps driven by Florida Statutes and missing an important item or step would be undesirable to a driver attaining their license.

Cause: Documented procedures for FMLive and CDL certification process have not been developed.

Recommendation: We recommend Management perform the following:

- Create a SOP for to perform the related tasks and responsibilities related to FMLive. Also establish a back-up to the Jr. Accounting Associate should be established to perform associated tasks and responsibilities.

- Create a SOP for training and bus driver Commercial Driver's License (CDL) certification process to ensure compliance with latest guidance. This should also incorporate the updated

Safe Driver Plan being developed by the District's Transportation Department.

- Consolidate all Department Procedures into a central Transportation Department Manual. This would include existing, updated, and newly created procedures, along with any associated checklists and process documents.

Management Response:

1. **The department will produce an SOP document for the efficient operation of the FM Live fueling system, and designate a back-up team member with knowledge of the system and how it operates.**
2. **The department has been making significant changes to the overall Safety & Training program, to include the creation of a standard agenda for the regular training classes required by the State of Florida for School Bus Drivers. State mandated training for Bus Attendants does not exist, however the district does have a robust training program already established for Bus Attendants. Training and documentation relating to the CDL program is set by the Florida Department of Highway Safety & Motor Vehicles (DHSMV) in accordance with the standards and requirements set forth by the American Association of Motor Vehicle Administrators (AAMVA). AAMVA and DHSMV set those standards and the process that we need to follow for applicants to obtain their CDL license, and routinely monitor and audit our in-house Third Party Testers. We expect that a revised Safe Driver Plan will be submitted for Board approval prior to the end of the current school year that would go into effect on July 1, 2024.**
3. **The department has already begun developing an internal SOP for the efficient operation of the department.**

Responsible Party: Jamie Warrington, Director, and select staff.

Estimated Completion Date: July 26, 2024.

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Fleet Maintenance

Overview

There are 4 lead mechanics and 4 mechanics who perform maintenance on buses and support fleet vehicles for the School District. Support fleet vehicles are vehicles not used to transport students, such as cars, vans, pick-up trucks, dump trucks, etc. Currently, they only have one lead mechanic that can work on white fleet, but he has only a portion of his day to be able to work on white fleet. Therefore, white fleet maintenance is outsourced. The District also executed a lease agreement for white fleet vehicles in which certain maintenance on those vehicles will be covered with that agreement. Due to supply chain issues, the delivery of the vehicles has been slower than anticipated.

Mechanics also perform bus inspections. Inspections are required to occur every 30 school days. Inspections are performed for both SDMC vehicles and for charter schools (those that elect to use the SDMC). Around 10-12 buses are inspected daily, and buses are not inspected on Wednesday to provide time to perform other work. Work performed for each repair is tracked in PeopleSoft

through Work Orders (WOs). Mechanics charge hours to each WO along with parts used to perform maintenance. WOs are recorded for both buses and support fleet vehicles.

Testing and Results

Mechanic Assignment and Utilization

We obtained a maintenance report out of the PeopleSoft system from the Supervisor of Vehicle Maintenance. The report contains line items of labor and parts for WOs for both buses and white fleet vehicles. We identified any with a source of "Time" which would signify labor charged to the WOs. We then created a pivot table to identify the number of hours charged by mechanics over the audit period (July 1, 2022 through February 29, 2024).

We reviewed the analysis of mechanic hours with the Supervisor of Vehicle Maintenance to determine if the number of hours per mechanic were reasonable. Over the last couple years the Transportation Department has lost a large number of mechanics. There were 10 mechanics in our analysis that are no longer with the District. There are currently 14 open positions, 1 lead mechanic and 13 mechanics. According to the Supervisor of Vehicle Maintenance and Transportation Director, many have left the District for higher pay. According to the Transportation Director, hourly rates cannot be negotiated for a new AFSCME employee, so the Department is unable to attract experienced candidates as the stating rate is still below the average hourly rate for a diesel technician.

The Transportation Department Director responded that the hours worked are appropriate based on the work performed and the extreme labor shortages. Buses are able to be kept on the road and there has not been a situation in which a bus was not available for a driver. However, this is not sustainable according to the Transportation Director. The Department is working on plans to address these vacancies.

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Vehicle Work Testing

We obtained a report out of PeopleSoft that contained each Work Order for August 1, 2022 through February 23, 2024. We identified any with a source of "Inventory" and "Requisition". CRI created a pivot table was created to identify the total amount of maintenance for vehicles. We then sorted for each white fleet vehicle and for buses in order to select the top 5 vehicles for each category for testing. In the Pivot Table, we performed a VLOOKUP up to bring over the vehicle description for each vehicle to assist in determining the reasonableness of work performed as well as added in the year and acquired dates for each of the top 5. The top 5 represented $60,344 for buses and $23,364 for white fleet of the $642,042 in maintenance fees, or 13%.

For the top 5 buses and top 5 white fleet vehicles, we reviewed the detail line item expenses that made up the total expenses for the vehicles during the period reviewed. We noted which repairs comprised the largest amount of the costs associated with the maintenance of each vehicle. The majority of costs for each of the vehicles were labor charges, and the majority of the vehicles in our

testing were also older and/or had high mileage. We provided to and reviewed with Management the work order analysis per vehicle to determine if there is appropriate work performed on vehicles. Based on the discussion and review performed, it was determined all repairs were necessary to keep the identified buses and white fleet vehicles in service.

Bus Warranty

Currently, due to the shortage of mechanics, all warranty work is being performed by the manufacturer. Previously, the Transportation Department mechanics performed work as the District was reimbursed by the manufacturer. The Department documents all warranty work on the vehicles in the PeopleSoft system.

Results

Overall, based on our testing of the documentation provided, it appears that vehicle maintenance is adequately performed and monitored. However, there is a need to fill vacancies in the mechanic positions.

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Detailed Observations and Recommendations

Mechanic Staffing ***Medium***

Condition: There are currently 14 open positions in fleet maintenance, 1 lead mechanic and 13 mechanics.

Impact: Continued stress on existing resources. Although buses are able to be kept on the road due to the number of spares, the current situation is not sustainable per the Supervisor of Vehicle Maintenance and Transportation Director. The District must use outsourced mechanics to service white fleet vehicles to focus the current district mechanics on servicing buses.

Criteria: There are 22 allocated positions for fleet maintenance, 17 mechanics and 5 lead mechanics.

Cause: According to the Supervisor of Vehicle Maintenance and Transportation Director, many have left the District for higher pay. Hourly rates cannot be negotiated for a new American Federation of State, County, and Municipal Employees (AFSCME) employee, so the Department is unable to attract experienced candidates as the starting rate is still below the average hourly rate for a mechanic.

Recommendation: We recommend Management analyze the cost/benefit to attracting and retaining their own mechanics versus outsourcing certain maintenance and repair services. Consideration should be given to the continued availability of buses for the transportation of students while satisfying inspection requirements and corresponding maintenance.

Management Response: A recommendation to establish a three (3) tier job description for Vehicle Maintenance Technicians based on certifications and experience, with subsequent pay increases, has been submitted for consideration to District leadership.

Responsible Party: Jamie Warrington & Andre Croizer

Estimated Completion Date: August 1, 2024

Fuel Program

Overview

Fuel used by SDMC vehicles is located at the Matzke Center. Vehicles that are both part of the Transportation Department and other departments, such as maintenance, use the fuel from the Matzke Center. There are tanks and pumps for both diesel and unleaded fuel. Access and use of fuel is controlled at the pumps through an AIMS Unit. An AIMs Unit collar is placed on the fuel tank of the vehicle that is then assigned in the Fuel Master system to vehicle. The AIMs Unit on the vehicle is required to use the pumps at the Matzke Center. The fuel nozzle detects the presence of an AIMs unit to begin fueling. The user inputs the mileage of the vehicle. The Fuel Master system logs the mileage and the amount of fuel used. If a vehicle or other type of container is unable to have an AIMs Unit attached, a Prokee is created. The Prokee is assigned in the Fuel Master system and can be used in place of an AIMs Unit.

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On March 15, 2022, SDMC upgraded FuelMaster to include FMLive. This gives them the ability to view fuel transactions, fuel inventory, and system diagnostic information in real time. Many of the AIMS units however, were older units and not compatible with the upgrade, so all compatible white fleet devices were transferred to the buses. White fleet must enter their asset ID and vehicle mileage at the pump before fueling. As long as any mileage amount was entered, they could dispense fuel. White fleet, however, has had some issues with some individuals repeatedly not properly entering their current vehicle mileage before fueling. This causes issues with calculating an average miles per gallon and adequately tracking vehicle usage. In order to correct this issue, during the course of the audit, an update was implemented to change the mileage entry process to require users to enter their mileage within 400 miles of the previous entry or they cannot dispense fuel into their vehicle.

Testing

Fuel Usage-White Fleet

We obtained the Mileage Report out of the FMLive for the period of July 1, 2022 through February 23, 2024. The report contained all white fleet vehicles with vehicle ID, quantity of fuel, miles driven and miles per gallon (mpg). Based on the average miles per gallon calculation, we sorted by mpg looking for any anomalies or ones that looked off.

Miles Per Gallon

We added in the vehicle listing from the vehicle safety testing and used Vlookup to add in make and model to the asset number. Next, we sorted the vehicles by type and looked for any anomalies or fuel usage that looked off for that type of vehicle. We provided the Jr. Accountant for Vehicle Maintenance & Transportation, the list to provide explanations as to the noted variances. After analyzing their average miles per gallon, we found 72 out of 220 vehicles in our analysis had anomalies such as negative or extremely low miles per gallon requiring explanation.

We were provided explanations that 51 vehicles had incorrect miles per gallon entered from once to multiple times. Based on discussions with the Supervisor of Vehicle Maintenance and Transportation Director responses, we discovered several of the drivers did not correctly enter their mileage. Ten of these vehicles related to entering wrong mileage that have been sent to auction. We also found there are 5 vehicles that get fuel from other locations and are not always fueled onsite. This will skew the calculated mpg since they are entering greater miles in between filling up onsite, thus increasing their average mpg. We also found one vehicle that was listed as a bus, but is actually a Chevy van, which was corrected in the system. We noted one vehicle that did not show any fueling but had work orders for repairs showing the vehicle was being used. This was discussed and Management believed a Prokee was being used to fuel this vehicle but could not be fully confirmed. Due to this, management determined that all Prokees will be disabled at the end of March 2024 and any employee, who uses one to fuel any vehicle that does not have an asset ID to track, will be required to come in and provide their employee ID for all future fueling instead of using the Prokee. This will enable management to track fuel usage by employee ID and know who is dispensing the fuel that is not directly associated with an asset ID.

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Prokees (Off Road) and WEX cards

Prokees are used for vehicles, lawnmowers, tractors, or to fill tanks to transport fuel to schools and other sites. This equipment cannot have an AIMS collar attached and therefore require the Prokee to activate the pump. Unassigned Prokees are kept in a locked drawer by the Fuel Master computer on the second floor in the maintenance shop. The Prokees must be activated in the FMLive system. The computer on the second floor controls access to the FMLive system. Assigned keys stay with the vehicle or equipment that it is assigned to and the responsibility of the department. At the time of the review, there were 3 known Prokees assigned to departments for various equipment, vehicles, and cans/tanks that were known based on usage to still be in use.

We were provided with two FMLive Transaction Listings for fuel used with Prokees from last school year for August 9, 2022 through May 26, 2023 and this school year for August 10, 2023 through January 23, 2024. Using these reports, we analyzed fuel usage and looked for any anomalies of the Prokee. For several small equipment, we noted, quantities of fuel within a normal smaller range between 2-5 gallons, but then would then much higher amounts of up to 24 gallons randomly. This is an issue as they are losing fuel tax credits and then not able to adequately monitor fuel usage for the vehicle. We also noted some weekend usage, primarily Saturdays and one Sunday.

There is only one user of the FMLive system, the Jr. Accountant. We discussed these anomalies with her and she does not directly supervise these employees but tries to review these reports on a monthly basis.

While there is control of the unassigned Prokees and proper system access to create new Prokees in FMLive, there is more risk with Prokees usage since they could possibly be used on other vehicles or equipment for which they are not intended. Although the majority of equipment and vehicles with Prokees are assigned to departments other than Transportation, the fuel expenses are charged to the Transportation Department. Due to our testing, and finding one truck that did not have any fuel dispensed by its asset ID, Management believes a Prokee may have been used to fuel the truck. They decided to turn off all Prokees as of the end of March 2024 and require any employee using one to come in and provide their employee ID to track those type of fuel purchases in order to better track who is fueling items without asset ID's.

Weekend Fuel Usage

In reviewing fuel usage reports for both white fleet and off road, we noticed a number of occasions that vehicles and off road items had entries on weekends. With the removal of the AIMS units on white fleet vehicles, and the documented issues above with Prokees, we inquired with the Jr. Accountant on the amount of fuel usage on the weekends. According to the Jr. Accountant, these vehicles and equipment are not used by the Transportation Department. The Jr. Accountant focuses any review of fuel usage on anomalies, such as incorrect mileage entered, but does not focus on if fuel usage is reasonable.

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We contacted and discussed weekend fuel usage with the Director, Maintenance, Operations, and Central Distribution. There are employees that do work weekends. This can range from departments such as maintenance and facilities, security, and IT. He has not been provided or reviewed fuel usage reports in the past. We provided the Maintenance, Operations, and Central Distribution Director with a report highlighting weekend fuel usage for off road equipment as well as a selection of 10 white fleet vehicles with weekend usage for review. Based on responses from the Director, Maintenance, Operations, and Central Distribution, weekend usage was appropriate based on the assigned responsibilities of the employees and purposes of the vehicles and equipment.

Results

There could be additional controls around the monitoring of fuel usage by the Transportation Department. Although fuel usage based on discussions with Transportation Management appears reasonable, and the newest system update will alleviate many of those that were entering incorrect mileage, a monthly report by department where it is sent to supervisors for review will offer better control and monitoring.

Detailed Observations and Recommendations

Fuel Usage Reports - *Moderate*

Condition: Although the Jr. Accountant performs periodic reviews of fuel reports and reviews for anomalies, such as negative mileage or incorrect mileage, a review of fuel usage by Departments, such as Maintenance and Facilities, Security, and IT, is not performed. There are also white fleet vehicles and off road equipment that have weekend fuel usage. Additionally, AIMS units are no longer installed on white fleet vehicles.

Impact: Potential of employees using fuel usage for non-business purposes.

Criteria: There is no established fuel monitoring program by Department. White fleet vehicles enter their asset ID and vehicle mileage when fueling.

Cause: A process has not been established to distribute fuel usage reports to Departments throughout the District for monitoring of the reasonableness of fuel usage. Additionally, AIMS units are no longer located on white fleet vehicles, which could allow for employees to access fuel for a no district vehicle.

Recommendation: We recommend the Transportation Department perform the following:

- Work with Management in other Departments, such as Maintenance and Facilities, Security, and IT, on review of fuel usage reports for reasonableness, especially as it relates to weekend usage. This would be for both white fleet vehicles and off road equipment. The individual Departments supervisors have better knowledge of their employees' daily activities for fuel usage.
- Evaluate the feasibility to install AIMS units on white fleet vehicles. This provided a control previously by limiting the ability to only fuel a vehicle from the District's fueling tanks if an AIMS unit was installed.

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Management Response: Arrangements to secure 134 AIMS units for the white fleet vehicles is underway. The department will establish documentation for all employees so that drivers of white fleet vehicles are fully aware of how the system works and what those expectations are. Our department will work closely with department Supervisors to ensure that controls, not under the purview of Transportation and Vehicle Maintenance, are put into place and that appropriate steps are taken to ensure that fueling is monitored. Currently, the vehicle number and accurate mileage is required before fuel is dispensed.

Responsible Party: Andre Croizer & Jamie Warrington

Estimated Completion Date: January 10, 2025 (Due to installs and current staffing)

Parts and Supplies

Overview

The Parts Department is located centrally in the maintenance bays within the Transportation Center. The Parts Department consists of the Parts Manager and parts associates. Access to the Parts Department is controlled by the department's associates. Within the department, there are drawers behind the parts counter that contain various smaller parts, such as wipers, filters, plugs, etc. There is a door controlled by a key card within the parts department that houses larger items, such as tires, batteries, and alternators. Fluids, such as oils, are stored throughout the bays and outside. Lines run from the various tanks inside and are dispensed from a hand held device.

The Vehicle Maintenance (VM) Parts Department Procedures was provided by the Parts Manager to document the various functions performed by the Parts Department. This included ordering parts, stocking procedures, receiving, and inventory counts. According to the Parts Department Manager, mechanics cannot take any parts from the department without being assigned to a work order. All parts are ordered by the Parts Department based on the need to refill stock quantities or special orders to repair vehicles.

The VM Parts Department Procedures contain the process for stock and non-stock ordering. The parts department runs a replenishment stock order once to twice weekly and reviews the minimum/maximum to the quantity on hand. Parts are mainly ordered from vendors that are local, and parts, once approved by purchasing, can be delivered.

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For Non-Stock Orders, a Special-Order template must be completed. A Purchase Order (PO) number must be obtained prior to ordering the part from the vendor. There are times that a part is needed quickly and a purchase card (P-Card) is used to order the parts. The P-Card should be reconciled daily but must be reconciled before the 5th of each month. P-Card purchases must then be properly approved and documentation provided. Per the Parts Manager, at times there might be a delay from purchasing in providing a PO for parts. A P-Card may then be used to purchase and expedite requiring the parts.

Cycle counts have been performed since July of 2020, as recommended by our last internal audit. The Parts Manager will create a cycle count by location in People Soft and print a count sheet for a parts associate to record the physical on-hand inventory in that location. No parts may be charged out from the location without being counted. This will cause an inaccurate inventory. If a part is needed from a location that is being counted, the counter is informed so they can have an accurate count and then write the WO, vehicle, and item number information down on a charge out slip. The charge out slip can then be used to charge the parts to the WO when the count is complete. If there are any discrepancies, it will be recounted by the Parts Manager. If the discrepancy is not resolved, the Parts Manager will research WO's, history, and locations to see if parts were incorrectly/not charged to a WO or put/returned to a different location.

The Parts Manager has also been working on eliminating unused or barely used inventory items. An initiative was implemented to return these unused parts to the manufacture, which has resulted in

credits to the District by the vendors. Noting items that are no longer used, the Parts Manager will contact the vendor to see if they can return for credit. He will then forward the credit to finance to net against future purchases and will go in PeopleSoft and will mark the part as obsolete. If the vendor will not take the part, he will put it to scrap. Once items are marked as obsolete or scrap, he will add a comment for the item to describe what was done. Finance keeps these credits/vouchers and nets any new invoices against them.

In order to reduce the number of parts needed on hand, the Transportation Department is trying to limit ordering of new buses to only two (2) different manufactures. This reduces the knowledge that is required by mechanics and the parts that need to be carried. Tires are purchased for the buses (already balanced) and white fleet vehicles. The tires for white fleet vehicles are balanced using a machine in the shop.

Testing and Results

Inventory Testing

We received a report out of the PeopleSoft System for Inventory on Hand. There were a total of 1,592 part numbers or $182,385 in inventory on hand. For comparison, during the previous audit, there was $258,030 in inventory on hand. We selected the top 10 items based on total dollars on hand of those items and judgmentally selected another 20 parts based on item descriptions. Overall, we selected 30 items representing $116,507 or 63.88% of total dollars of inventory on hand.

The highest dollar amount of items on hand, based on total dollars of inventory, were fluids, such as engine oil, coolants, and antifreeze. The fluids are located outside of the secured parts area in large tanks both inside and outside of the building. Some fluids come in 55 gallon drums that are then emptied out into larger tanks, or are directly filled into large tanks by vendors. Out of the 8 fluids counted, there was a net discrepancy of ($138.54). Three of the fluids were under the system amount and three were over the system amount. Given that the tank gauges are measured by ¼ increments, there will be variances in the reading of volume in large tanks, which range from 240 to 2,500 gallons. During the previous audit in 2020, we noted there was a discrepancy of 8 fluids counted in the amount of ($29,190).

The Parts Manager shared with us the Tank Inspection Sheets documents. The document contains the primary and secondary locations of fluids, as well as the volume amounts in which each fluid is kept. Fluids are kept in the bulk tanks ranging from 240 gallons to 2,500 gallons. The back of the sheet contains spaces for the primary and secondary containment areas for outside and inside. There is a place to sign and date the inspection.

Overall inventory on hand matched system amounts. Based on review of inventory and discussion with Management, the cycle count process and monthly fluid counts have produced a more accurate inventory. No exceptions were noted.

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PCard Transactions

PCards are used to purchase mainly non-stock parts, supplies, and tires. When appropriate, the PCard purchase should tie to a work order number. Lead Mechanics create Work Orders in the PeopleSoft system for the repair. If a non-stock part is needed, a request is made by the mechanic to the Parts Department for the part. The Parts Department Associate will then contact the vendor and obtain the information to create a requisition in the PeopleSoft system under the Work Order. The requisition will include the part name, amount, shipment information, etc. The part is then paid for with the PCard.

Once the part is charged to a card, it attaches to the requisition under the Work Order. The Parts Department Associate is then required to reconcile PCard purchases in the PeopleSoft system. This involves reviewing the transaction to ensure it is tied to the correct Work Order and chart string to ensure it comes out of the correct budget. An invoice for support from the vendor is attached to the PCard Transaction. After the transaction is reconciled, it is routed to the Parts Manager for approval. Purchases made by the Parts Manager are approved by the Transportation Director. After purchases are approved, it is routed to the PCard Department in Finance for review and then payment of the card.

We received a report of PCard Transactions. Out of the 1,921 PCard Transactions, there were 233 that did not have Work Order numbers. From our prior audit, we found certain Object Codes, depending on the chart string, may or may not have a work order number associated with that PCard Transaction. These would include stock items, shop tools and supplies, certain repair parts, and tires. Most of our transactions that did not have a Work Order fell into one of the appropriate Object Codes. We then provided to and went over any remaining items with the Parts Manager. As part of the Purchase Order review process, the Parts Manager approves all items purchased within the department and approved the transactions both before purchase orders are attached and once again after Purchase Orders are attached. He ensures that all outstanding PCard purchases are reconciled by the 5th day of the following month. No exceptions were noted.

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Vehicle Safety

Overview

Florida Administrative Code 6A-3.0171 Responsibilities of School Districts for Student Transportation states:

(c) Inspection of buses shall be scheduled and performed at a maximum interval of thirty (30) school days while school is in session. Any bus that is removed from service or deadlined so as to disrupt the safety inspection schedule shall be inspected prior to being returned to service. All deficiencies discovered during the safety inspection shall be noted on the inspection form (2020-IF). Follow-up repairs of all safety related items shall be made before the bus is returned to service and shall be documented on as associated repair order.

The schedule is made to inspect buses every 25-27 school days to allow time in case there are delays. Due to the inability of PeopleSoft to exclude non-school days, they must manually schedule the inspection on a calendar. PeopleSoft could do nonbusiness days, but cannot exclude non-school days. This would cause additional inspections. They typically schedule 2 months out at a time in case there are issues.

Inspections are kept in filing cabinets on second floor of the shop. Each bus has its own file with at large sticker on the front with all the school months and lines to fill out for: date of inspection, work order number and mileage for tracking purposes. The inspections for the current year remain in the file and then are pulled and sent to storage. The Inspection Form uses the Florida School Bus Safety Inspection Form, Form 2020-IF that is required by the state.

After inspections are complete, the Jr. Accountant, will review to ensure all information was completed on the form. This includes ensuring all the information is completed at the top of the form, deficiencies noted and addressed, and proper sign off by the inspector. She will go through, line by line, and make sure if there were any issues properly documented, and the right status code was noted on the document. The form has the information that is supposed to be noted if there are issues noted during the inspection. If there are no initials that the item was fixed, she will inquire and make sure issues were addressed. She will make sure that the tickets and any work orders are completed if there were any noted issues.

Weekly, as time permits, the Jr. Accountant performs a self-audit to randomly check filed inspections and work orders. This involves another review to ensure that the inspection has been completed properly. According to the Jr. Accountant, the initial review of inspections typically will catch any issues. The audit is performed to help catch any items that might have been missed.

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Testing

We obtained the 2023-2024 School Bus Calendar which contains the scheduled bus inspections for each month. There are tabs for each month of the year with the buses that will be inspected each day. Per Vehicle Maintenance Supervisor, the goal is to keep the same buses on each day to make scheduling easier. There are no inspections scheduled on Wednesdays to allow time to repair other vehicles.

We then selected 20 out of 211 buses to review that the buses were included in the 30 day inspection calendar and the self-audit cycle. The Jr. Accountant provided us with the folder for each vehicle, and we confirmed that the last two 30-day inspections were conducted as well as the last time the bus was included in the self-audit cycle. We also reviewed the last 2 inspections to ensure that any issues identified were corrected, and that all boxes were checked off, form completed, and signed and dated. Based on our review of the inspection folders and reports, all of our samples were inspected within 30 days of the last 2 recorded inspections, and included in the most recent applicable audit cycle. Also, all issues identified appear to have been corrected based on review of the attached work orders.

Results

Overall, based on our testing of inspection reports, it appears that inspections were being conducted within 30 school days, and identified issues were corrected when identified. No exceptions were noted.

Driver Training

Overview

The District School Transportation Monitoring Self-Evaluation from the Florida Department of Education provides guidance for a number of areas within Transportation Department to evaluate the condition to Florida State Statutes and the Florida Administration Code. The School Bus Operation Qualification section notes that all persons who drove school buses transporting district students met the requirements of law and State Board of Education rules related to licensure, training, qualifications and requests for driving history records pursuant to sections 1012.32, 1012.45 and 1012.465, F.S., and rules 6A-3.0141 and 6A-3.0171, Florida Administration Code. Therefore, the evaluation guidance within the School Bus Operation Qualification section encompasses elements from these Florida Statutes.

The School Bus Operation Qualification section provides criterion based on the evaluation of the licensure, training, qualifications and driving history records of school bus operators. The School District is expected to pick a sample of operators employed by the school districts, charter schools and independent contractors. We focused our testing on the School Bus Operations in section 1. The section provides guidance for performing the self-evaluation, and steps to be taken if there are noncompliance.

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We used the School Bus Operation Qualification section only to provide general guidance on the attributes to that should be present for School Bus Operators. The information includes training, driving history review, physical exams, finger print and background history checks, and verification of inclusion on DMV and inclusion in the drug and alcohol testing pool for safety-sensitive positions. As noted from our previous audit, all drivers that started after August 11, 2019 were required to receive CPR and First Aid Training, with a grace period of existing drivers to receive the training by November 1, 2020. Also since our prior audit, the FMCSA approved the ELDT- Entry Level Driver Training Program which applies only to any new CDL Permits after February 7, 2022 according to Florida Highway Safety and Motor Vehicles.

Testing

We obtained a list of active employees from the Compliance Specialist, and filtered for all CDL driver positions, which resulted in 105 employees. We then selectively tested employees with a variety of starting dates to ensure we were able to test all attributes. We obtained supporting documentation from the Transportation Department for the majority of the testing. We also reviewed the District's Safe Driver Plan for all 20 in our sample, which involved a review of any assessed points for accidents or incidents. Management is in the process of updating the District's Safe Driver Plan. For those that

we did not find, and were not yet scanned, we viewed the remaining driver files that were stored in the Compliance Specialist's office.

We obtained fingerprint and background information from the Personnel Department. The test results are as follows:

Results

Requirement	Standard	Number of Drivers Meeting Standard	Number of Drivers Tested	Percentage of Sample Meeting Standard
Initial Training	40 Hours of Pre-Service Training – Hired after 2020	14	14	100%
Annual Training	8 Hours of Annual Training (for employees active at the time of training)	10	12	83%
Physical Examination	Within the Last 24 Months	20	20	100%
Dexterity Testing	Within the Last 13 Months	20	20	100%
Current CDL License with Proper Endorsements	Currently Up to Date	20	20	100%
Driver History Review	Annual or Prior to New Hire -hired after 2020	12	12	100%
Included in the DHSMV Database for Weekly Scans	Currently up to Date	20	20	100%
Fingerprint Based Criminal History Check	Prior to New Hire or Resubmitted Every 5 Years	20	20	100%

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Included in random OTETA drug and alcohol testing pool for safety-sensitive positions	Currently up to Date	20	20	100%
CPR/First Aid Training	Associates hired after 2020	11	11	100%

Hours of Pre-Service Training

Our sample consisted of both longer termed employees and newer employees and out of the 20 tested, 6 did not have any records in their files for the hours received of pre-service training. Those that did not have records at all were longer termed employees (prior to 2019). This is consistent with our findings from our previous audit, as many of the longer term drivers did not have complete documentation or certificates. As these were employees prior to 2020, these were not noted as exceptions since these were hired prior to the previous internal audit. The Transportation Department, as a result of the previous audit, created internal certificates and tracking sheets for their new hires so newer drivers hired in 2020 and later all had internal certifications and tracking sheets with all dates recorded.

Annual Eight Hours of Training

Out of the 20 employees tested, 12 were employees at the time of the annual training in August 2023. Out of the 12 employees, 6 did not have the second day completion certificate, however we did receive their sign in/out sheet to verify they were there in attendance and 1 did not have the second day certificate or found on the sign in/out sheet. There was also 1 administrator that did not have any evidence of any of the annual eight hours of training. This was communicated to Management.

Current CDL License with Endorsement

One driver did not have a current CDL license with endorsements located in the file. They only had a copy of their driver license. We received a valid copy of his CDL license during the course of the audit. Some of the pictures for drivers were very grainy or poor quality that were located in the files. This was communicated to Management.

DHSMV Driving History Check

12 out of the 12 drivers tested that were hired after 2020 had the DHSMV Driving History Check in their file. As the other 8 drivers were hired prior to the last audit, 2020, those were not considered as an exception. The District Transportation Self-Evaluation Guidance notes that if any operator was hired after the school start-up date, the DHSMV check should be generated upon his/her

DRAFT

employment. All 20 employees in our sample were on the DHSMV Weekly Updates based on the print out that we received testing that attribute.

Fingerprint-Based Criminal History Background Check

All employees in SDMC received fingerprint-based criminal history background checks. The function of performing and reviewing background checks was previously in Personnel and was moved to Security Services at the start of the new school year, July 1, 2020. This better aligns the submission, monitoring, and review of background checks. These are confidential and kept within the Safety and Security Department, not at the Transportation Department as was the other documentation reviewed during our testing. We contacted the Safety and Security Department to obtain the background checks and also to inquire about any in which there were adverse findings. The District Transportation Self-Evaluation states the following for the background check section:

All school bus operators are required to receive a fingerprint-based criminal history background check through the Florida Department of Law Enforcement and the Federal Bureau of Investigation at the time of employment and again upon reemployment if a break in service of 90 days or more occurs. Beginning June 10, 2004, all checks must have been conducted within the previous five years and again every five years. Verification must be included for each operator in the self-evaluation sample, consisting of documentation that the criminal history background checks required by section 1012.32, F.S., were requested, the results were reviewed, the operator was cleared for employment, and that applicable operators were re-checked every five years.

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According to the Safety and Security Background and Fingerprint Specialist, fingerprints are requested before a person is hired. Once the fingerprints have been submitted through the fingerprinting process, the results are retrieved from within the FDLE Database. If the results are clean with no issues or history based on review by the Safety and Security Background and Fingerprint Specialist then they are cleared on that date. If there is a history then the results will be reviewed and cleared once proper documentation is provided. Fingerprints must be resubmitted every 5 years to the FDLE website to reconfirm that an employee is still active. If an employee is terminated, employees are removed from the FDLE as an employee. By an employee being registered in the FDLE database, the District will receive notification if the employee is arrested. By not being resubmitted, the employee could fall out of the database. If the employee is not in the database, then the SDMC would not be notified of an arrest. Also if any employee falls off due to not being resubmitted, they would need to provide fingerprints again to submit and then become active in the FDLE database. All 20 in our sample had background checks performed and all have occurred within the five (5) year requirement and were located in the database.

Consolidated Driver Training Records *Low*

Condition: Although the Transportation Department has created internal certificates and tracking sheets for new hires for their Hours of Pre-Service Training, and started centralizing documents, there were instances in our testing in which documentation was not readily available or located centrally.

Impact: Not having all records digitized and centrally located makes it difficult to confirm all required driver records are up to date and available for review.

Criteria: State Statutes have many compliance qualifications for becoming a CDL driver. Keeping up with guidelines and annual requirements for drivers have many items to manage and document.

Cause: Uploading of driver training records to a central digitized location have not been completed.

Recommendation: We recommend Management perform the following:

- Continue to implement their program to maintain digital records and documents in order to maintain records for better tracking and record keeping.
- Continue to review to ensure information and documentation is current for all drivers and other operators as defined in the District School Transportation Monitoring Self-Evaluation. This would include annual requirements, such as driver training.

DRAFT

Management Response: We continue to convert paper records to a digitalized format for electronic storage. The department will continue to refine and improve our training programs to increase efficiencies, while ensuring that safety and quality instruction is not compromised.

Responsible Party: Lester Ottinger & Jamie Warrington

Estimated Completion Date: December 21, 2024

IT Access

Overview

Throughout the work papers we documented the various systems utilized by the Transportation Department. We obtained documentation and discussed with Management and the Information Technology Department access to the systems. The primary systems used by the Transportation Department in our testing are PeopleSoft, FMLive, and MOTRS.

Testing and Results

PeopleSoft Access

The District initiated the PeopleSoft Semi-Annual Access Privilege Validation process. The most recent semi-annual reviews occurred in October 2023 and March 2024. Reports are generated by the Security Analyst and sent to department heads throughout the District. The reports document the roles attached to each user, access level provided to each role, and cost centers and business unit access. The department head is instructed to review, identify, and verify current user access privileges and determine if access assigned is appropriate. Based on provided responses, the Transportation Department access to the PeopleSoft system was deemed appropriate based on Management review.

FMLive

The FMLive software is located on a single computer in the Vehicle Maintenance Department. There is only one employee, Jr. Accountant for Vehicle Maintenance and Transportation, which has login access to the software on her computer in her office. Although access is reasonable for the employee, it was noted in the Procedures Recommendation that a back-up for the Jr. Accountant should be established.

MOTRS

The Motor Vehicle Operator Tracking and Reporting System (MOTRS) is used to obtain driving history records form the Department of Motor Highway Safety and Motor Vehicles for bus operators in accordance of Florida Statutes. MOTRS is accessed through single sign on, which is controlled by Active Directory. If an employee has been terminated they are unable to sign into single sign on and therefore cannot access any systems that require access through single sign on, such as MOTRS. Additionally, once a user logs into the District's site via single sign on, certain access is granted. These "tiles" or icons provide access to various internal and external systems. Although the employees still had access to MOTRS on the MOTRS end, they cannot access since it is performed through single sign on.

There were six (6) employees registered with MOTRS access as noted by the screenshot provided from the Florida Department of Education (FDOE) website. However, when we reviewed the system access with Management and FDOE MOTRS Access forms, access should only be granted to four (4) employees, two (2) safety and training officers, the Transportation Director and Compliance Specialist. There was one (1) was no longer employed with the District as of 11/24/23 and one (1) employee that moved into a position as a driver on 1/8/24.

As noted, access is granted through Active Directory and single sign-on. Therefore although the employees were active per MOTRS, the individuals could not access the MOTRS since it requires single-sign on through the District. As a result of the review, the Transportation Director removed the two individuals from access on the MOTRS system. Only the Transportation Director has the ability to add or remove users. Therefore no exceptions noted.

DRAFT

PeopleSoft Campus Solutions Module

Testing and Results

We provided a PeopleSoft questionnaire to the Transportation Director to document the usage of PeopleSoft as it relates to Transportation Department functions. The questionnaire, discussion, and observations throughout the audit, aimed at documenting if there are any improvements or additional utilization that could be made with the PeopleSoft System. Per responses to the questionnaire, discussion with the Transportation Director and observations during the audit, the PeopleSoft system provides adequate functionality.

Based on responses to the questionnaire, and discussion with the Transportation Director and other staff, and steps performed in this audit, PeopleSoft is providing the necessary functionality need for Transportation. There are some control/functions that are performed outside of PeopleSoft such as vehicle inspections and file/document retention, driver records, and maintaining of manuals and procedures. Per the Transportation Director this is nothing unusual for a transportation department. Part and Supplies inventories, cycle counting, maintenance records, and traditional HR and Finance functions (as are the case throughout the District), are maintained within PeopleSoft.

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