Agenda
Updated February 23, 2024

February 27, 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 | Board Member Tatem

3. INVOCATION

4. COLOR GUARD | Bayshore HS

5. PLEDGE OF ALLEGIANCE

6. APPROVAL OF THE AGENDA

1. Agenda Amendments - added after publishing

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the January 30, 2024 School Board Meeting and Meeting of the Leasing Corporation, and February 2, 2024 School Board Workshop

8. STUDENT CELEBRATIONS

1. Career and Technical Education Month

9. PUBLIC COMMENTS (UP TO 30 MINUTES)

Public comment is not an open forum to discuss matters unrelated to education, to support or oppose candidates for public office, or to engage in commercial speech attempting to sell a service or product to the School Board or public. Also, public comment is not a forum to attack individual school system employees or Board Members. Any such complaints should be submitted in writing to the Superintendent for appropriate handling. Finally, this is not a forum for addressing issues involving individual students. Because of privacy concerns, such issues should be submitted in writing to the Superintendent for appropriate handling. Each speaker is allowed three minutes to address the Board. Speakers must stand at the podium and not approach the dais.

This is a business meeting of the School Board and the public expects that we conduct it in an orderly, efficient, effective and dignified manner. We request that speakers keep this in mind when making your comments. We also request that the audience keep that in mind and not demonstrate approval or disapproval of what a speaker has said by clapping or booing. The Board appreciates

the public's input and will listen attentively, consider each comment, and usually will not respond, enter into debate, or answer questions during comments on agenda items or during the public comments section.

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

10. REPORTS AND PRESENTATIONS

1. Early Learning Updates - attachment added after publishing

11. 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)
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 of the First Amendment of 2023-2024 School Resource Officer Program Agreement, SDMC No. 24-0052-RG, Estimated in the Amount of $34,569.81 for a Total Contract Amount of $1,550,521.81 (Multiple Funding Sources)
4. Approval to Apply Accept and Expend the 2023-2024 Title I Part A (TIPA) Grant Additional Allocation in the Amount of $358,125.00 (Incoming Grant Funds)
5. Approval of the Bid on Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD, Estimated in the Amount of $75,000.00 Annually (Multiple Funding Sources)
6. Approval of the Use of The Interlocal Purchasing Agreement (TIPS) #230807 Academic and Educational Goods and Services SDMC No. 24-0106-BS Estimated in the Amount of $75,000.00 Annually (Multiple Funding Sources)
7. Approval of Palmetto High School - Partial Replacement - Change Order 1 - Agreement Between Owner and Gilbane Building Company, Decrease in the Amount of $7,156,230.03 (Capital Funds)
8. Approval of Palmetto High School - Partial Replacement Project- Agreement Between Owner and Schenkel & Shultz, Inc., Amendment 2 in the Amount of $114,470.00 (Capital Funds)
9. Approval of Palm View and Samoset Elementary Schools - Lobby Enhancements - Change Order 1 - Final - Agreement Between Owner and Willis Smith Construction, Decrease in the Amount of $97,893.43 (Capital Funds)
10. Approval of Blackburn Elementary School - Classroom Addition and Renovation - Agreement Between Owner and Long & Associates, Inc., for Commissioning Services in the Amount of $70,861.50 (Capital Funds)

11. Approval of Southeast High School - New Science Building - Change Order 7 - Agreement Between Owner and P.J. Hayes Inc., d.b.a. Tandem Construction - Return of Unspent Direct Material Purchase (DMP) Funds in the Amount of $16,353.99 (Capital Funds)
12. Approval of the New Agreement Between the School District of Manatee County and Parkwood Dental I, LLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)
13. Approval of the New Agreement Between the School District of Manatee County and Family Dentistree of Sarasota, Inc. for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)
14. Approval of the Memorandum of Understanding (MOU) for Project Parasol: ESOL Paraprofessional to Teacher Pipeline with the University of South Florida (No Financial Impact)
15. Approval of the Memorandum of Understanding (MOU) between the School District of Manatee County and Learning Ally for the 2023-2024 School Year. (No Financial Impact)
16. Approval of the Letter Agreement with Aon Consulting, Inc., for 2023 RxDC Submission Support Services. (Health Fund)
17. Approval for the Lakewood Ranch High School Baseball Team To Participate in Two Baseball Games in Suwanee, Georgia on March 14-17, 2024 (School Internal Accounts)

12. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

13. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of MTC Florida Law Academy - Agreement Between Owner and A.D. Morgan Construction - Amendment 3 - Guaranteed Maximum Price in the Amount of $4,437,976.98 (Capital Funds)
2. Approval to Notify Parrish Charter Academy in Writing of Proposed Action to Renew and to Enter into Contract Renewal Discussions for the 2024-2029 School Years (No Anticipated Additional Financial Impact)
3. Approval to Notify Visible Men Academy in Writing of Proposed Action to Renew and to Enter into Contract Renewal Discussions for the 2024-2029 School Years (No Anticipated Additional Financial Impact)
4. Approval to Notify William Monroe Rowlett Academy of Arts and Communication in Writing of Proposed Action to Renew and to Enter into Contract Renewal Discussions for the 2024-2039 School Years (No Anticipated Additional Financial Impact)
5. Approval of the Florida High School for Accelerated Learning - Manatee, Inc. Charter Application (No Anticipated Additional Financial Impact)

15. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

16. INFORMATION ONLY (No Board Action Required)

17. CONTINUED PUBLIC COMMENT (IF NECESSARY)

18. UPDATES

A. INSTRUCTION UPDATE
B. OPERATIONS UPDATE
C. LEGAL UPDATE

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 6.1

School Board of Manatee County
February 27, 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 Friday, February 23, 2024, to **add** attachment *Early Learning and Family Support Team* **on** Reports and Presentations item, *Early Learning Updates* (No Financial Impact).

Agenda amended on Friday February 23, 2024 to **add** attachments *Reformatted Letter Agreement - PJD - 2-23-2024* and *Rider - AON and District PJD 2-23-2024* **on** Consent item *Approval of the Letter Agreement with Aon Consulting, Inc., for 2023 RxDC Submission Support Services. (Health Fund)*

Agenda amended on Friday February 27, 2024 to ***replace*** *attachments Reformatted Letter Agreement - PJD - 2-23-2024* ***with*** *Final Letter Agreement 2-27-2024*

Contact
Submitting Department: School Board
Initiated By: Chair Choate

AGENDA ITEM NO. 7.1

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Minutes of the January 30, 2024 School Board Meeting and Meeting of the Leasing Corporation, and February 2, 2024 School Board Workshop

Executive Summary
Approval of the Minutes of the January 30, 2024 School Board Meeting and meeting of the Leasing Corporation, and February 2, 2024 School Board Workshop.

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 minutes of the January 30, 2024 School Board Meeting and Meeting of the Leasing Corporation, and February 2, 2024 School Board Workshop.

Financial Impact
No Financial Impact.

Contact
Initiating Department: School Board

Attachments:
January 30, 2024 School Board Meeting Minutes
February 2, 2024 School Board Workshop Minutes

Minutes

January 30, 2024

Regular Meeting and Meeting of the Leasing Corporation – 5:00 PM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

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1) CALL TO ORDER

Attendee Name	Status
Jason C. Wysong, Superintendent Joseph Ranaldi, Deputy Superintendent of Operations Rachel Sellers, Deputy Superintendent of Business Services Derek Jensen, Deputy Superintendent of Instruction Chad Choate, Chair Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Pamela D'Agostino, General Counsel	Present

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

2) READING OF THE DISTRICT'S VISION

Board Member Foreman read the District's Vision.

3) INVOCATION

The invocation was given by Mr. Randy Wilkins.

4) Color Guard |Southeast High School

The colors were presented by Southeast High School Junior Reserve Officer Training Corps (JROTC). The Cadets conducting the Color Guard included the following students:

- Megan Rose Martin
- Ana Marina Periz-Lopez
- Valerie Enriquez-Vega
- Jimmy Jeronimo-Lopez

5) PLEDGE OF ALLEGIANCE

Chair Choate led the recitation of the Pledge of Allegiance.

6) APPROVAL OF THE AGENDA

6.1 Agenda Amendments

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

Agenda amended on Friday, January 26, 2024, to **update** Executive Summary of *Consent item Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Haile Middle School - Classroom Addition and Renovation*.

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

7) APPROVAL OF MINUTES

7.1 Approval of the Minutes of the January 16, 2024 School Board Meeting

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

8) Recognitions [Formerly item 9]

8.1 Kendra Wingate – Every Child is Worth Something

Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Communications Specialist, Ms. Melissa Parker, to provide a background to the community donation program called "Every Child is Worth Something". Program founder Ms. Kendra Wingate, and son Mr. Colt Wingate, was in attendance and provided additional information regarding the program.

9) Student Celebration [Formerly item 8]

9.1 Sunshine State Scholars

Mr. Mike Barber, Director of Communications, Family and Community Engagement, congratulated the following School District of Manatee County 2024 Sunshine State Scholars:

- Sheena Kurakula of Braden River High
- Amy Lu of Manatee High (Not present)
- Alternate: Callum Wilford of Braden River High (Not present)

Sunshine State Scholars is a program through the Florida Department of Education where each of Florida's school districts selects their top 11th grade students in the areas of Science, Technology, Engineering or Mathematics (STEM). The annual Sunshine State Scholars event will take place in Orlando May 2-3, 2024.

Also in attendance were Carl Auckerman, Principal of Braden River High School, and Sharon Scarbrough, Principal of Manatee High School.

10) PUBLIC COMMENTS (UP TO 30 MINUTES)

Public Comment as follows:

1. Abbey Odell
2. Heather Wallace
3. Chantal Wilford
4. Marie Masferrer
5. Shannon Keever
6. Valerie Lipscomb
7. Joanne Telesco
8. India Miller
9. Trevor Almy

11) REPORTS AND PRESENTATIONS

11.1 Cherry Bekaert LLP Financial Audit Update

Mr. Jim Daniels, Audit Committee Chairman, introduced Mr. Anthony Walsh, Senior Manager Cherry Bekaert LLP. Mr. Walsh provided the Board a presentation regarding the results of the most recent Annual Comprehensive Financial Report (ACFR) audit. Board Member Foreman thanked the Auditing Firm for their services in the past year.

11.2 Blackburn Elementary School Construction Update

Mr. Joseph Ranaldi, Deputy Superintendent of Operations, provided the School Board an update regarding the Blackburn Elementary School Construction Project. Mr. Ranaldi introduced Mr. Jeff Medwetz, Project Director of the Blackburn Project, who briefly described the status of the project.

Mr. Medwetz introduced Mr. Todd Willsie and Ms. Mary Alvarez from Wannemacher Jensen Architects; and Mr. Matt D'Amaddio and Mr. John Kalaf from AD Morgan Construction. Mr. Willsie provided a general overview of the scope of the renovation and replacement project, as well as the final Guaranteed Maximum Pricing.

Also present for the presentation, was Blackburn Elementary School Principal Ms. Adrienne Vos.

The Board asked questions and held discussion.

11.3 North County Middle School Construction Update

Mr. Joseph Ranaldi, Deputy Superintendent of Operations, provided the School Board an update of the North County Middle School Construction project. Mr. Ranaldi introduced Mr. Reginald Goff, Project Manager, from Construction Services.

Additional information regarding the North County Middle School Construction project was provided by Mr. Steve Johnson and Mr. Emmet Van Aken from Harvard Jolly, as well as Mr. Robert Granebach, from Willis Smith Construction.

The Board asked questions and held discussion.

11.4 2023-2024 FAST Progress Monitoring 2 (PM2) Reading Assessment Results

Mr. Derek Jensen, Deputy Superintendent of Instruction, provided the Board a presentation regarding the 2023-2024 FAST Progress Monitoring 2 (PM2) Reading Assessment Results.

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

12) CONSENT ITEMS

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

1. **Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers (No Financial Impact)**

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 of the Memorandum of Understanding (MOU) for the Establishment for an Attendance Incentive Program and the Distribution of Funds for the Driving Choice Grant in the estimated amount of $300,000.00 to the AFSCME Transportation and Vehicle Maintenance Employees (Multiple Funding Sources)**

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

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

6. **Approval to Accept Donation of 2006 American Hauler Trailer for Parrish Community High (Incoming Donation)**

7. **Approval to Apply, Accept, and Expend Title IV, Part A Grant Amendment 1 for 2023-2024, in the Amount of $160,743.51 (Current Grant Funds)**

8. **Approval to Apply, Accept, and Expend the Patrick Leahy Farm to School Grant for the 2024-2025 School Year, in the Amount of $50,000.00 (Anticipated Incoming Grant Funds)**

9. **Approval to Use the State of Florida Department of Management Services/NASPO Value Point Contact No. 43210000-23-NASPO-ACS, SDMC No. 24-0097-KD, Continued Procurement for Products and Services, Estimated in the Amount of $4,000,000.00 Annually (Multiple Funding Sources)**

10. **Approval of the Division of Administrative Hearings Administrative Law Judge Services Contract with the State of Florida, Division of Administrative Hearings Estimated in the amount of $20,000.00 Annually (General Fund)**

11. **Approval of the Use of the Orange County Public Schools bid on Promotional Products, SDMC No. 24-0104-BS, Estimated in the Amount of $100,000.00 (Multiple Funding Sources)**

12. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Lakewood Ranch High School - Classroom Addition (No Financial Impact)**

13. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Southeast High School - New Science Building (No Financial Impact)**

14. **Approval to Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Palm View and Samoset Elementary Schools Administrative Office Enhancements (No Financial Impact)**

15. **Authorize the Superintendent to Execute a Certificate of Substantial Completion for the District Regarding the Haile Middle School - Classroom Addition and Renovation (No Financial Impact) - Updated 2024-01-26**

16. **Approval of Haile Middle School - Classroom Addition and Renovation - Change Order 2 Agreement Between Owner and Halfacre Construction Company, Decrease in the Amount of $954,721.96 (Capital Funds)**

17. **Approval of North County Middle School - Agreement Between Owner and Willis A. Smith Construction - Amendment 1 - Guaranteed Maximum Price, in the amount of $68,543,040.26 (Capital Funds)**

18. **Approval of 2023-2024 Instructional Materials K-12 Science Adoption Plan (Multiple Funding Sources)**

19. **Approval of First Amendment to Lease Schedule No. 2023A and Partial Release relating to the School Board's Certificates of Participation, Series 2023A (the "Series 2023A Certificates") (Capital Funds)**

20. **Approval of the New Agreement Between the School District of Manatee County and America's Pharmacy, LLC for Clinical Experience for Manatee Technical College (MTC) Pharmacy Technician Students for the 2023-2026 School Years (No Financial Impact)**

21. **Approval for Braden River High School Students to Attend a Tour of Abraham Baldwin Agricultural College in Tifton, Georgia, April 5-6, 2024, In the Amount of $3,902.43 (Multiple Funding Sources)**

13) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

There was no Public Comment.

14) NEW BUSINESS (ITEMS PULLED FROM CONSENT)

15) RECESS OF REGULAR MEETING

Chair Choate recessed the Regular Meeting at 8:03 PM.

16) MEETING OF THE LEASING CORPORATION

Chair Choate called the Meeting of the Leasing Corporation to order at 8:03 PM and announced the following:

Under the Articles of Incorporation for the Manatee School Board Leasing Corporation, the members of the not-for-profit corporation are the members of the School Board. The Articles of Incorporation provide that the Board of Directors, unless changed by the membership, are the members of the School Board. The officers are the President, Vice-President, and Secretary/Treasurer. The Articles also provide that the Chair of the School Board is the President, the Vice-Chair is the Vice-President, and the Secretary/Treasurer is the Secretary of the School Board, which is the Superintendent.

17) NEW BUSINESS OF THE MANATEE LEASING CORPORATION

17.1 Motion to Approve of First Amendment to Lease Schedule No. 2023A and Partial Release relating to the School Board's Certificates of Participation, Series 2023A (the "Series 2023A Certificates") (Capital Funds)

RESULT:	**[No Vote]**
MOVER:	Cindy Spray
SECONDER:	Gina Messenger

Superintendent Wysong provided an overview of the First Amendment for the Lease Schedule to the Board members.

Chair Choate closed the Meeting of the Leasing Corporation at 8:06 PM, and immediately reconvened the Meeting of the Leasing Corporation at 8:06 PM and called for a vote on the prior Motion.

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

18) ADJOURN LEASING CORPORATION MEETING / RECONVENE THE REGULAR MEETING

Chair Choate closed the Meeting of the Leasing Corporation at 8:06 PM and reconvened the Regular Meeting at 8:07 PM.

19) NEW BUSINESS (NON-CONSENT ITEMS)

19.1 Approval of Blackburn Elementary School – Classroom addition and Renovation – Agreement Between Owner and A.D. Morgan – Amendment 2 – Guaranteed Maximum Price, in the Amount of $35,164,840.25 (Capital Funds)

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

19.2 Approval of the Annual Comprehensive Financial Report (ACFR) and All Official Parts Thereof for the Fiscal Year Ended June 30, 2023 (No Financial Impact)

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

The Board held discussion. Additional information was provided by Ms. Rachel Sellers, Deputy Superintendent of Business Services.

19.3 Approval of the District's School Internal Accounts Audit Report as of and for the Year Ended June 30, 2023 (No Financial Impact)

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

19.4 Approval of the Revision of the Job Description of Assistant Director Construction Services (No Financial Impact)

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

Superintendent Wysong provided information regarding the update to the job description.

20) INFORMATION ONLY (No Board Action Required)

20.1 Hurricane Idalia Reimbursement FEMA Sub-grant DR-4734 (Anticipated Incoming Grant Funds)

21) CONTINUED PUBLIC COMMENT (IF NECESSARY)

22) UPDATES

INSTRUCTIONAL UPDATE

Mr. Derek Jensen, Deputy Superintendent of Instructional Services, updated the Board on the following topics: Celebrate Literacy Week, upcoming STEM Fair Expo, VEX District Robotics Tournament, MTC Winter Graduation, upcoming 2024-2025 VPK Choice, 'Bradenton Reads!' Exhibit Grand Opening and National School Counseling Week.

OPERATIONS UPDATE

Mr. Joseph Ranaldi, Deputy Superintendent of Operations, updated the Board on the following topics: operations and instructional job fairs, food service, and safety and security.

LEGAL DEPARTMENT UPDATE

There was no legal update provided.

23) SUPERINTENDENT REMARKS

Superintendent Wysong's remarks included: consent agenda, New Florida Threat Management Model, constitutional class size updates, school visits and upcoming workshops. The Superintendent shared a personal thank you to Ms. Laura Eaton, his Executive Assistant, who was retiring from the District.

24) BOARD COMMENTS

Board Member Foreman's comments included: upcoming travel to Board related events, District library policy and Master Board Training.

Board Member Messenger's comments included thanks to Palmetto Elementary School for the invitation to read to students during Literacy Week.

Board Member Tatem's comments included safety reminders as well as thanks to Superintendents Wysong's Executive Assistant for her hard work.

Vice Chair Spray's comments included thanks to Palmview Elementary for allowed participation in Literacy Week, upcoming high school tennis schedules as well as retiree recognition.

Chair Choate's comments included thanks for his recent visit to Bayshore Elementary School.

25) ADJOURNMENT

There being no further business to come before the Board, Chair Choate adjourned the Meeting at 8:34 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

February 2, 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 Cindy Spray, Vice-Chair Gina Messenger, Board Member Mary Foreman, Board Member Richard Tatem, Board Member Stephen Dye, Board Attorney Pamela D'Agostino, General Counsel	Present

Minutes: Chair Choate called the Workshop to order at 9:00 AM.

II) PUBLIC COMMENTS

Minutes: There were no Public Comments.

III) WORKSHOP

1. District Mathematics Acceleration Update

Minutes: Mr. Derek Jensen, Deputy Superintendent of Instruction, provided the Board an overview of the term 'acceleration' and how it is used within the School District and State Grade 3-12 mathematics pathways. Mr. Jensen noted the Workshop presentation aligns with Strategic Plan Ready to Grow Goal 3 - Increasing elementary school enrollment of accelerated courses; and Ready for Life Goal 8 - Expanding acceleration opportunities for all middle and high school students.

Mr. Jensen introduced the School District of Manatee County mathematics progression chart and turned the presentation over to Ms. Alison Nichols, Director of Elementary Curriculum. Ms. Nichols spoke regarding the progression plan opportunities within elementary school, as well as presented current testing data comparing state and District data.

Ms. Shannon Fleming, Director of Secondary Curriculum, presented the School District's middle and high school acceleration programs, as well as an update of the District mathematics acceleration testing scores. Ms. Fleming noted the ability for students to move in and/or out of the advanced progression levels of mathematics and stressed that participation is dependent on student grades and continued performance.

The Board asked questions and held discussion.

2. Job Fair Summary

Minutes: Mr. Richard Bailey, Chief of Human Resources; and Mr. Craig Little, Assistant Director of Human Resources, provided a presentation regarding the current job fair and hiring process for the District. Included in the presentation were updates regarding recent recruitment and retention strategies.

Also in attendance from Human Resources Department were Laynie Ellison, Recruitment Coordinator and Paola Viego, Administrative Secretary.

The Board asked questions and held discussion throughout the presentation. Additional information was provided by Kevin Chapman, Executive Director of Administration.

Chair Choate announced a brief recess at 10:34 AM and reconvened at 10:44 AM.

The Board continued discussion regarding the recruitment process for the District.

3. School Board Attorney Overview Regarding Process of Renewing the Millage

Minutes: Chair Choate introduced Mr. Stephen Dye, School Board Attorney, who provided an overview regarding the process of renewing the District millage. Key points made by Mr. Dye included the Millage may not be approved for longer than four years at a time, must be adopted at a regular board meeting by a School Board Resolution, following which, the millage must be voted on and approved during the next scheduled General election. Mr. Dye advised the Board regarding relevant statute changes as well as the timeline and costs that are required for approval of the Referendum; an added cost of the Referendum now requires the referendum to be translated to Spanish for the election.

The Board asked questions and held discussion. Additional information was provided by Mr. Kevin Chapman and Superintendent Wysong. Mr. Dye noted he would send a draft resolution to the Board members prior to the March 1st workshop designated for the topic of Millage.

4. Financial Update

Minutes: Superintendent Wysong and Ms. Sellers, Deputy Superintendent of Business Services, provided the Financial Update Presentation to the Board. Included in the presentation were the following topics:

- FY 2023-2024 Final Budget – All Funds
- FY 2023-2024 Final Budget – General Fund Expenditures
- Millage
- Final Millage Rates and Collections
- Property Tax Levied
- Millage Rate Trends (2023-2024)
- Anatomy of Ending Fund Balance
- Reserve percentage of Fund Balance History
- Referendum 1-Mill Property Tax 2022-2023 Revenue and 2023-2024 Budget Revenue

The Board asked questions and held discussion; additional information was provided by Gina Malinik, Director of Budgeting.

IV) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 12:03 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.

AGENDA ITEM NO. 8.1

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Career and Technical Education Month

Executive Summary
February is Career and Technical Education Month according to the Association for Career and Technical Education. The School District has a proud legacy in Career and Technical Education and the School Board will honor and celebrate that legacy.

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

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

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

AGENDA ITEM NO. 10.1

School Board of Manatee County
February 27, 2024 - Regular Board Meeting

Title
Early Learning Updates - *attachment added after publishing*

Executive Summary
Dr. Sheila Halpin, Director of Early Learning, will present the Board updated regarding Early Learning.

Contact
Submitting Department: Curriculum
Initiated by: Dr. Laurie Breslin

Attachments:
Early Learning and Family Support Team SDMC Presentation 2.23 (added 2/23/2024)

February 2024



EARLY LEARNING & FAMILY SUPPORT

Growing a community of learners.

Who We Are

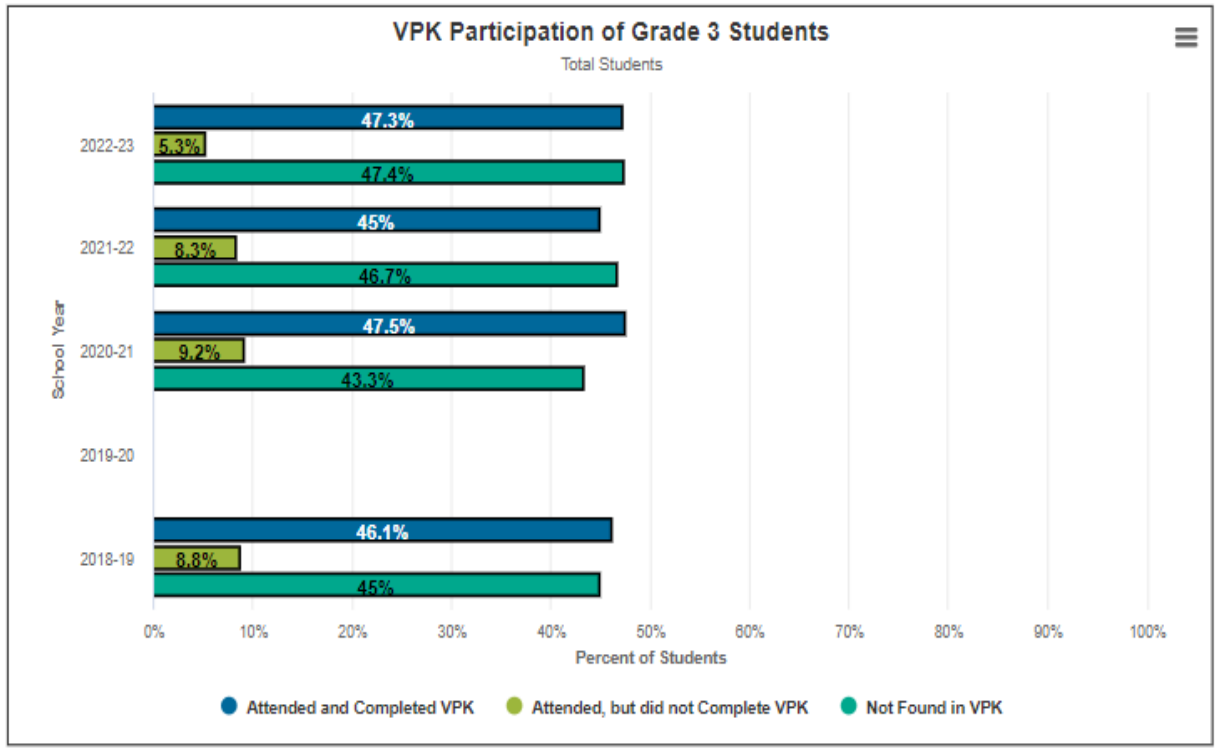
Circle Of Support

- Early Learning and Family Support (ELFS) Center on the Harllee campus
- 110 Classrooms:
  - 52 Pre-K ESE
  - 58 VPK
- ELFS Community Programing
- 2-year strategic plan with emphasis on curriculum training, behavioral classroom support with modeling, classroom materials equity and community programming

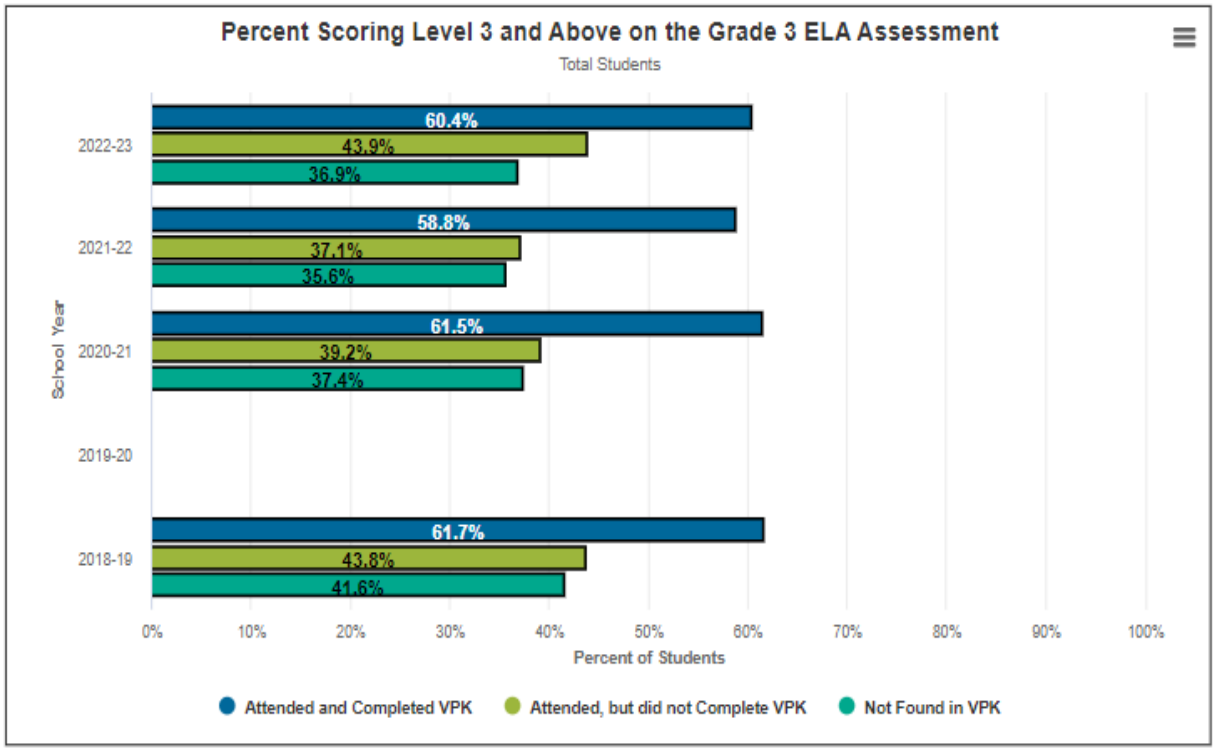


Investing in Pre-K

Did Grade 3 Students Previously Attend VPK?



Did Attending VPK Make a Difference?



Pre-K Units

VPK

VPK (Voluntary PreK): A three-hour program that is funded by the Division of Early Learning through the Florida Department of Education.

IPK (Integrated PreK): Provides a full school day of instruction in a classroom with typically developing students **and** students with disabilities.

Students with IEPs in these classrooms require minimal adult assistance for social, behavior, and communication. Students in IPK classrooms are 3 and 4 years old.

ESE Pre-K Full Day

EPK (Exceptional PreK): Students in these classrooms require moderate to significant adult assistance for social, behavior, and/or communication.

Intensive (Exceptional PreK A): Students in these classrooms require moderate to maximal adult assistance for social, behavior, and/or communication.

Intensive (Exceptional PreK C): Students in these classrooms require significant adult assistance for communication. Students in these classrooms may also require moderate to maximal assistance for social and behavior.

Pre-K Evaluation Center

ELFS Center



We offer developmental screenings, multidisciplinary evaluations and consultation service for young children suspected of having delays or disabilities.

We screen and evaluate prekindergarten children who are not enrolled in public school. Our work helps to identify a child's educational needs and determine if they qualify for special education services through the School District of Manatee County.

All services are free and available to qualifying children.

The ELFS Evaluation Center is available to any child 3-5 years old and living in Manatee County.

ELFS Center

Multi-Disciplinary Evaluations can help determine if young children suspected of having delays or disabilities qualify for special education services before kindergarten. Depending on the child's needs, one or more of the following evaluations could be scheduled:

- Speech/Language
- Developmental (cognitive or behavioral)
- Social Work
- Occupational Therapy
- Physical Therapy
- Vision & Hearing

	2022-2023	2023-2/20/2024
Number of Students Referred / Screened	657	576
Number of Students Evaluated	502	454
Primary Exceptionalities	ASD - 67 DD - 249 DHH - 1 SI -72 LI -14 OHI - 10 OI -3 VI -1 DNQ - 84	

ELFS Evaluation Team Members

Evaluation Center Coordinator: Jodi McCoy
Evaluation Center Secretaries: Dara Godwin and Marlene Ojeda-Sanders
ESE Compliance Specialists: Cynthia Flores and Kristin Niles
Child Find Specialists: Claudia Villalobos-Leon and Kristin Cottom (July 1st)
Speech Language Pathologists: Lauren Morris and Lindsey Jones
School Psychologists: Tammilyn Borokowski and Tracy Bradford
School Social Worker: Hillary Mire
Occupational Therapist: Kara Lucia (Monday – Thursday)
Physical Therapist: Jennifer Canale (Tuesday)

ELFS VPK

VPK and Integrated VPK

Voluntary Prekindergarten (VPK) is a program that is funded by the Division of Early Learning through the Florida Department of Education.

The School District of Manatee County (SDMC) offers the VPK program free of charge to families as either a 540- instructional hour school year program or a 300- instructional hour summer program. Families may select either the school year or the summer but not both.

All children who reside in Florida, turning four by September 1st of the school year, are eligible to participate in a VPK program.

The SDMC offers a two-week VPK Choice window where families can select a school site and program that best meets their needs. This two-week window takes places in February.

Currently we serve 873 students with 258 on a wait list.



ELFS Pre-K Team Members

Director of Early Learning: Dr. Sheila Halpin
Administrative Secretary for Early Learning: Rose Heaven
VPK Contract Compliance: Cari Whiddon
VPK Bookkeeper: Sasha Deleon
Early Learning Registrar: Naomi Baltazar
Family Engagement Specialist: Elizabeth Thompson
Curriculum Specialists: Luanne Howe and Angela Knapek
Behavior Specialists: Tisha Conaway
Behavior Tech: Courtney Lewandrowski

VPK Plus

Parent Pay:

VPK Plus Parent Pay provides a seamless seven-hour day. After VPK hours (8:30-11:30 AM) parents can choose to have their child stay until the end of the school day (3:20 PM). This is a fee-based program. Fees are nine monthly payments of $300. 88% of families choose wrap around services.

Title I:

VPK Plus Title I provides a seamless seven-hour day. This federally funded program is offered at no cost to families; however, families must live within a Title 1 attendance zone. After VPK hours (8:30- 11:30 AM) parents can choose to have their child stay until the end of the school day (3:20 PM) free of charge.

Impact

Making a Difference in Manatee County

- 3rd grade students who received Pre-K instruction from either the MCSD or an ELC site had a proficiency rate of **56%.**
- 3rd grade students who did not receive Pre-K instruction from either the MCSD or an ELC site had a proficiency rate of **41%.**



Curriculum

The Florida Early Learning and Developmental Standards: 4-Years Old to Kindergarten (2017) describe the developing skills four-year olds should know and be able to do by the end of their prekindergarten year. Division of Early Learning - Early Learning and Developmental Standards (floridaearlylearning.com)

The standards encompass development in eight essential areas: physical development, approaches to learning, social and emotional, language and literacy, mathematical thinking, scientific inquiry, social studies, and creative expression through the arts.

The High Scope Preschool Curriculum, along with pacing guides aligned to the developmental standards, guide teachers to implement holistic and high-quality instruction.

Progress Monitoring

STAR /FAST Early Literacy Assessment
Measures the student's proficiency in up to nine areas that are important in reading development. The student will participate in three assessment periods August, January, and May. Parents will receive a parent report following each assessment.

CLASS
The Classroom Assessment Scoring System ® (CLASS) is a research-based tool conducted by the ELC that assesses the effectiveness of classroom interactions among teachers and children. The tool assesses three domains: Climate, Classroom Organization, and Instructional Support.

Individual Education Plan (IEP) Goals
Describes what knowledge, skills, and/or behaviors a student is expected to achieve within the year the IEP will be in effect.

Student Portfolio
Demonstrates student progress over time and showcases unique accomplishments. Portfolios can include anecdotal notes, check lists, and work samples.

Child Outcomes Summary (COS)
Is a way for the state to measure the progress of Pre-K students receiving ESE services. The COS process provides a consistent way for teams to rate a child's functioning relative to age expected behavior at a specific point in time.

Parents are informed of their student's progress throughout the school year.

STAR/ FAST 2023-2024 Data

PM 1

PR Distribution Summary

Percentile	Students	Percent
Below 25th	215	26%
25th to 49th	207	25%
50th to 74th	181	22%
75th & Above	223	27%

PM 2

PR Distribution Summary

Percentile	Students	Percent
Below 25th	99	11%
25th to 49th	119	14%
50th to 74th	144	17%
75th & Above	506	58%

Targeted Support

Staff / School

Quarterly Standards Newsletters
Weekly ELFS On Call
Classroom FLY Kits
Classroom Data Chats
Staff Book Circles
PL District Training Days

Family

Quarterly Family Newsletters
Soar in 4
New Worlds Reading Initiative
Individualized Backpack of Literacy Materials
Summer Bridge Program
Pre-K ESE Nights of Conversations



ELFS Community Programs

Soar in 4 monthly program at the Bishop Museum of Science and Nature
Soar in 4 StoryTime at five library corners bimonthly
Soar in 4 Infant StoryTime at Manatee Memorial Hospital quarterly
Soar in 4 Teen Age Parent Program Bimonthly
Soar in 4 Give-Away Libraries at 17 Title I Elementary sites
Soar in 4 StoryBook Trail
Soar in 4 Bradenton Reads! 235 literacy and art banners throughout the city, VOTA, Riverwalk, and Rossi Park
Soar in 4 Community Partner Outreach Events
Soar in 4 Remake Learning Days
Soar in 4 TOPP Program Growing our own early learning teachers.

CGRL Kindergarten Readiness Bags
CGRL Attendance Awareness Poster Contest
CGRL Lakewood Ranch Rotary Books for Kids K – 3rd grade
CGRL Dive into Reading Summer Program
CGRL Day for Hope / Hope for Community

Early Learning Taskforce

The Early Learning Taskforce unites the Early Learning Coalition of Manatee County, Step Up Suncoast, and the ELFS team of the SDMC to provide coordinated school readiness programing and to support the role of parents as their child's first and most important teacher.

- Monthly interagency meetings
- Transition to Kindergarten Breakfasts: two multi-agency educator vertical training opportunities
- Attendance Awareness Breakfast: a multi-agency educator training opportunity
- ELC Educational Fleet
- ELC Mobile Evaluation Bus
- MCYC Manatee Conference on Young Children
- Step Up Suncoast Cycle of Opportunity programs – filing taxes, rent assistance, buying a first home…



Thank You!

Come and play with us.

AGENDA ITEM NO. 11.1

School Board of Manatee County
February 27, 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)

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 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 February 27, 2024

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	Garriott, Madison	School Psychologist - 11 Mo. Professional Support Center **Range $60,437-$109,692**	2/4/2024
	Rodriguez, Jessica	Benefits Specialist School Support Center **Range $42,733-$78,537**	2/6/2024
Appointment/Para			
	Bangalisan, Lorilyn	Teacher Aide, ESE, One-on-One Prine Elementary	2/5/2024
	Barbaresi, Cassie Jean	Classroom Sub Mills Elementary	2/20/2024
	Benites, Itati	Teacher Aide, ESOL Miller Elementary	2/5/2024
	Borsari, Jessica	Teacher Aide, ESE Willis Elementary	2/5/2024
	Garza, Dianelys	Teacher Aide, ESE Oneco Elementary	2/20/2024
	Haney, Melissa	Teacher Aide, ESE Mills Elementary	2/5/2024
	Jackson, Shannon	Teacher Aide, ESE Abel Elementary	2/5/2024
	Johns, Madison	Teacher Assistant, ES Williams Elementary	1/31/2024
	Johnson, Andrew	Classroom Sub Manatee High	2/4/2024
	Killoran, Ruth	Teacher Aide, Pre-K Myakka Elementary	2/5/2024
	Krause, Rosa	Teacher Aide, Pre-K Integrated Braden River Elementary	2/4/2024
	Krstic, Jelena	Classroom Sub Kinnan Elementary	2/5/2024

Type		Information/Position/Location	Eff Date
	Liles, Samantha	Teacher Aide, ESE Freedom Elementary	2/5/2024
	Malone, Meaghan	Classroom Sub Sugg Middle	2/5/2024
	Mercer, Alexandra	Teacher Assistant, ES Bashaw Elementary	2/1/2024
	Nestleroad, Chelsea	Classroom Sub Lakewood Ranch High	2/20/2024
	Pena, Yesenia	Classroom Sub Lee Middle	2/24/2024
	Rubin, Jill	Teacher Aide, ESE Witt Elementary	2/5/2024
	Ujkic, Luna	Teacher Aide, Pre-K Abel Elementary	2/5/2024
	Yancy, Brandy	Teacher Aide, ESE Harllee Middle	2/5/2024
Appointment/Prof			
Req. 10570	*Adwell, April*	Teacher, Mathematics, HS Braden River High **B.S. University of Louisville**	2/5/2024
Req. 10623	*Badham, Leanne*	Third Grade Teacher Gullett Elementary **M.S. Grand Canyon University**	2/5/2024
Req. 10241	*Eldib, Hoda*	Teacher, VE Horizons Academy **B.A. New Jersey City University**	2/20/2024
Req. 10173	*Ferrell, Leann*	Fourth Grade Teacher Gullett Elementary **B.S. University of North Dakota**	2/5/2024
Req. 10528	*Hacker, Ethan*	Teacher, Music, MS Braden River Middle **BME Purdue University**	2/5/2024
Req. 10539	*Hooper, David*	Teacher, Technology	2/5/2024

Type		Information/Position/Location	Eff Date
		Lincoln Middle **M.Ed. American Intercontinental Univ.**	
Req. 10604	*Jones, Leslie*	Student Support Specialist Myakka Elementary **Ed.S. Concordia University**	2/5/2024
Req. 8771	*Kastor, Grae*	Elementary Teacher Harllee Middle **AAS St. Petersburg College**	2/5/2024
Req. 10607	*Marines, Annette*	Teacher, Dual Language, ES Daughtrey Elementary **B.S. University of South Florida**	2/5/2024
Req. 10620	*Meiers, Mackenzie*	Teacher, Music, MS Lincoln Middle **BME Florida State University**	2/5/2024
Req. 10577	*Moore, David*	Teacher, Language Arts, MS Jain Middle **M.A. Liberty University**	2/20/2024
Req. 9425	*Snyder, Stephanie*	Teacher, VE/SC Kinnan Elementary **M.Ed. Olivet Nazarene University**	2/5/2024
Req. 10235	*Thompson, Dwight*	Teacher, Social Studies, HS Bayshore High **B.A. Washington Adventist University**	2/5/2024
Req. 9825	*Willsen, Eric*	Fifth Grade Teacher Tillman Elementary **B.A. Stetson University**	2/5/2024
Appointment/Supp			
	Baltazar, Naomi	Registrar I Professional Support Center	2/5/2024
	Colon, Sasha	Food Service-5 Hr., Floater Wakeland Support Center	2/5/2024
	De Armas Perez, Irina	Custodian 8 Hr. Braden River Middle	2/5/2024

Type		Information/Position/Location	Eff Date
	Diaz Fleites, Jorge	Custodian 8 Hr. Jain Middle	2/5/2024
	Farmer, Robert	Head Custodian I Stewart Elementary	2/4/2024
	Ferrera, Ted	HVAC Filter Changer Matzke Support Center	2/5/2024
	Flores Palacio, Teofila	Custodian 8 Hr. Blackburn Elementary	2/5/2024
	Gonzalez-Granados, Marivel	Lead Custodian I Braden River Middle	2/5/2024
	Pellot Velez, Johanna	School Nurse, LPN Samoset Elementary	2/5/2024
	Poindexter Amos, Jenesis	Food Service-5 Hr., Floater Wakeland Support Center	2/5/2024
	Vallejo, Christine	Exec. Secy., Sch Impr & Leadership Dev School Support Center	2/5/2024
	Warvel, Christine	Warehouse Worker/Driver I Matzke Support Center	2/5/2024
Resignation/Admin			
	Henrich, Jean	School Nurse, RN Kinnan Elementary	3/1/2024
	Horton, William	Capital Projects Director Matzke Support Center	4/1/2024
Resignation/Para			
	Carr, Abigail	Teacher Aide, Pre-K Integrated Tillman Elementary	2/10/2024
	Johnson, Tabitha	Teacher Aide, ESE, One-on-One Lakewood Ranch High	2/3/2024
	McCarty, Heidi	Teacher Aide, ESE Miller Elementary	2/22/2024
	Mercado, Livdalisse	Teacher Aide, ES Abel Elementary	2/10/2024

Type		Information/Position/Location	Eff Date
	Nicot, Gloria	Teacher Aide, ESE Nolan Middle	2/6/2024
	Socorro, Andreina	Teacher Aide, ESE, One-on-One Palmetto Elementary	1/30/2024
	Watson, Francisca	Teacher Aide, ESE Miller Elementary	1/11/2024
Resignation/Prof			
	Thill, Katherine	Fourth Grade Teacher Freedom Elementary	2/10/2024
Resignation/Supp			
	Goff, McKayla	School Nurse, LPN Palm View K-8	3/2/2024
	Gonzalez, Nestor	Custodian 8 Hr. Anna Maria Elementary	2/17/2024
	Johnson, Rikisha	Bus Aide Matzke Support Center	1/27/2024
	Jones, Richard	Vehicle Mechanic Matzke Support Center	2/17/2024
	Kissinger, Kayla	School Clerical Assistant, 10 Mo. Witt Elementary	2/10/2024
	Sullivan, Christine	School Nurse, LPN Braden River High	2/5/2024
	Thomas, Kim	Jr. Accountant Professional Support Center	2/17/2024
	Tucker, Keri	Senior School Secretary, MS Sugg Middle	2/24/2024
Retirement/Para			
	Hysmith, James	Teacher Aide, ES Williams Elementary **18 Years**	4/1/2024
Retirement/Prof			
	Hodge, Jadah	First Grade Teacher Palmetto Elementary **27 Years**	5/29/2024
	Oler, Holly	Teacher, Reading, HS	5/29/2024

Type		Information/Position/Location	Eff Date
		Palmetto High **17 Years**	
	Ramer, Joni	Teacher, Pre-K Integrated Palma Sola Elementary **37.30 Years**	3/23/2024
Retirement/Supp			
	Levalley, Ernest	Head Custodian III Southeast High **22.92 Years**	4/1/2024
Termination/Support			
	Bellamy, Zykia	Bus Aide Matzke Support Center	1/19/2024
	Daniels, Edna	Custodian 8 Hr. Tillman Elementary	2/13/2024
	Jones, Nicole	Food Service Worker-6 Hr. Sugg Middle	2/13/2024
	Kasper, Jessica	Custodian 8 Hr. Manatee Technical College East	2/2/2024
	Lang, Kymisia	Food Service Worker-6 Hr. Southeast High	2/1/2024
	Maradiaga Alvarado, Emilia	Custodian 8 Hr. Horizons Academy	2/7/2024
	Martinez, Rafael	Custodian 8 Hr. Manatee Elementary	2/10/2024
	Richman, Richard	Bus Driver Matzke Support Center	2/3/2024
	Senecharles, Marie	Bus Aide Matzke Support Center	1/20/2024
Transfer/Admin			
	Fruchey, Samantha	From: Professional Learning Specialist School Support Center To: Professional Learning Specialist Professional Support Center	1/21/2024
	Polseno, Kristin	From: Professional Learning Specialist School Support Center	1/21/2024

Type		Information/Position/Location	Eff Date
		To: Professional Learning Specialist Professional Support Center	
Transfer/Para			
	Disney, Jessica	From: Teacher, Pre-K Handicapped Palma Sola Elementary To: Classroom Sub Palma Sola Elementary	2/10/2024
Transfer/Prof			
	Brown, Alexis	From: Classroom Sub Palm View K-8 To: Second Grade Teacher Palm View K-8	2/4/2024
	Cottom, Kristin	From: Teacher, Pre-K Handicapped Prine Elementary To: Teacher, On Assignment, ESE Professional Support Center	5/29/2024
	Jones Jr., Thirus	From: Classroom Sub Bayshore High To: Teacher, Mathematics, HS Bayshore High	2/4/2024
	Pena, Yesenia	From: Classroom Sub Lee Middle To: Counselor, MS Lee Middle	2/18/2024
Transfer/Support			
	Arroyo, Abigail	From: Food Service Worker-6 Hr. Southeast High To: Food Service Worker-6 Hr. Moody Elementary	2/18/2024
	Bulcha, Almaz	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-5 Hr. Witt Elementary	2/4/2024
	Freeman-Douglas, Sherry	From: Food Service-5 Hr., Floater Wakeland Support Center To: Food Service Worker-6 Hr. Southeast High	2/18/2024
	Grubb, Timothy	From: Bus Driver Matzke Support Center	2/4/2024

Type	Information/Position/Location	Eff Date
	To: Bus Aide Matzke Support Center	
Johnston, Lesley	From: Custodian 8 Hr., Floater Matzke Support Center To: Custodian 8 Hr. Kinnan Elementary	2/4/2024
Jones, Britney	From: Custodian 8 Hr. Rogers Garden-Bullock Elementary To: Food Service Worker-6 Hr. Rogers Garden-Bullock Elementary	2/19/2024
Perez, Norma	From: Custodian 4 Hr. Southeast High To: Custodian 8 Hr. Southeast High	2/4/2024
Robinson, Jerome	From: Custodian 8 Hr. School Support Center To: Painter Matzke Support Center	2/18/2024
Roblero, Cecilio	From: HVAC Filter Changer Matzke Support Center To: HVAC Mechanic Assistant Matzke Support Center	2/4/2024
Sanzogni, Maria	From: Secretary, Administration School Support Center To: Secretary, Administration Professional Support Center	1/21/2024
Shearer, Jessie	From: Food Service Worker-5 Hr. Manatee Elementary To: Food Service Worker-7 Hr. Sugg Middle	2/18/2024
Strunk, Roy	From: Food Services-5 Hr., Floater Wakeland Support Center To: Custodian 8 Hr. Parrish Community High	2/18/2024
Williams, Robert	From: Painter Matzke Support Center	2/4/2024

Type	Information/Position/Location	Eff Date
	To: Electronics, Fire Alarm Tech Matzke Support Center	

AGENDA ITEM NO. 11.2

School Board of Manatee County
February 27, 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 2.27.2024 BM
OOF ESOL 2.27.2024 BM
OOF Reading 2.27.2024 BM

OOF Content 2.27.2024 BM				
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
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
Pernia Guerrero,Jorge	Southeast High School	Tchr, ESOL Resource	English 6-12	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
Rodriguez,Maria E.	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	1/11/2025
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
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
Ketchum,Kelsey Ann	Bayshore Elementary School	Tchr, First Grade	PreKindergarten/Primary Education PK-3	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	Music 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
DeGiulio,Jessica Marie	King Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	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
Nettles,Aaron	Lincoln Memorial Middle School	Tchr, Language Arts, MS	English 6-12	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	Tchr, Industrial Education	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
Greene,Kristin Steele Inderwiesen	Moody Elementary School	Tchr, Music, ES	Elementary Education K-6	5/31/2024
Korschun,Martha	Moody Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Pintozzi,Cassidy Marie	Moody Elementary School	Tchr, Second Grade	Middle Grades English 5-9	5/31/2024
Rivero,Luis Alan	Oneco Elementary School	Tchr, Physical Educ, ES	Physical Education K-12	5/31/2024
Simmons,Brittany Nicole	Oneco Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2024
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	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
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
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
Capalit,Ross Ann	Southeast High School	Tchr, Intellctual Disabilities	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	Middle Grades General Science 5-9	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
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	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, Combination, ES Grds	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
Grant,Kimberly A.	Moody Elementary School	Tchr, Fourth Grade	Music K-12	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Erhardt Jr,Bruce Jeffery	Palm View K-8 School	Tchr, Social Studies, MS	Middle Grades General Science 5-9	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
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Wilkes,Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/21/2022
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
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades General Science 5-9	10/3/2022
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,Jim 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
Benjoud,Omar	Southeast High School	Tchr, VE	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	Tchr, Physical Educ, ES	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
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/3/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Mezzina,Sabrina Lisa	King Middle School	Tchr, VE	Elementary Education K-6	10/1/2021
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
Roth,Trisha L.	Mills Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2021
Vonseggern,Byron	Nolan Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Perez,Brenda M	Oneco Elementary School	Tchr, Second Grade	Educational Media Specialist PK-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	Tchr, Physical Educ, ES	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
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Mathematics 5-9	10/23/2020
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
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades Social Science 5-9	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

OOF ESOL 2.27.2024 BM				
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
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
Duncan,William	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
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
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
Trautner,Tracy	Moody Elementary School	Tchr, First 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
Parkerson,Cathy	Palm View K-8 School	Tchr, VE/SC	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,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
Grooms,Megan Alyssa	Sea Breeze Elementary School	Tchr, First Grade	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
Wagner,Melissa	Freedom Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 3	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, Fourth 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
Tinl,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
Chindamo,Carina	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Rush,Cynthia Lee	Rogers Garden-Bullock ES	Tchr, PI, VE	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
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	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, Autism Spectrum Disorder	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
Walter,Tess	Samoset Elementary School	Tchr, Third Grade	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
Kilguss,Sarah E	Exec Dir, Teaching & Learning	Tchr-Spcl Assgn,Basic Instruct	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
Schultz,Erin	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Williams,Jaime	Harvey Elementary School	Tchr, Second 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
Romain,Kenicka Patrice	Oneco Elementary School	Tchr, Second Grade	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
Hogue,Rebekah	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
Miller,Jessica Laine	Sugg Middle School	Tchr, Reading, 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
Garber,Valerie Janelle	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
Davidson,Spirit Marie	Ballard Elementary School	Tchr, Fourth Grade	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
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	ESOL End. Class 3	8/1/2017
Baty,Jennifer W.	ESE	Pathologist, Speech & Language	ESOL End. Class 1	8/1/2016
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
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	7/1/2004

OOF Reading 2.27.2024 BM				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Due Date**
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Reading Endorsement	2/2/2025
DeDomenico,Lorianne Marie	Manatee Elementary School	Reading Coach, ES	Reading Endorsement	5/31/2024
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	Reading Endorsement Class 3	10/27/2023
Ranck,Kerri	Parrish Community High School	Tchr, Other Classroom	Reading Endorsement	8/2/2023
Markland,Katherine Luby	Bayshore Elementary School	Tchr, Fourth Grade	Reading Endorsement	8/1/2023
Rumph,Sylvia A.	Sugg Middle School	Tchr, VE/SC	Reading Endorsement	5/31/2023
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
Coppola,Alison	Harvey Elementary School	Tchr, Second 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
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
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 2	11/1/2020
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
Bailey,Michael C.	Parrish Community High School	Tchr, Social Studies, HS	Reading Endorsement	10/4/2019
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	Reading Endorsement Class 1	5/31/2019

AGENDA ITEM NO. 11.3

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the First Amendment of 2023-2024 School Resource Officer Program Agreement, SDMC No. 24-0052-RG, Estimated in the Amount of $34,569.81 for a Total Contract Amount of $1,550,521.81 (Multiple Funding Sources)

Executive Summary
On August 8, 2023, the Board approved the purchase of School Resource Officer (SRO) services through the Manatee County Sheriff's Office (MCSO) for the 2023-2024 school year, estimated in the amount of $1,515,867.81. MCSO provides deputy sheriffs to the SRO program. A total of sixteen (16) deputies are available for schools within Manatee County's jurisdiction, including seven (7) for high schools and nine (9) for middle schools. This also includes three (3) SRO supervisors.

The District and the Sheriff of Manatee County, Florida, desire to increase the capabilities of the SRO program by supplementing the existing SRO program with an SRO canine handler and canine trained for firearm detection purposes.

In accordance with the proposed First Amendment of the 2023-2024 School Resource Officer Program Agreement, effective February 27, 2024, one additional deputy sheriff will be assigned by the Sheriff to be an SRO Canine Handler. The Handler will be assigned a canine, which will be trained and used to detect firearms. After completion of Handler and canine training, the Handler will not be assigned to a particular school but will float among schools as needed in the best interests of safety and security as determined by SRO supervisors in consultation with the School Board's Chief Officer of Safety and Security.

The cost of this additional program for the remaining school year is $57,616.35. The School Board's share is 60% of these costs or $34,569.81. Approval of the First Amendment is also requested to rectify error/omission relative to the August 8, 2023 Board work and ratify all actions taken in furtherance of the purchase of SRO services since August 8, 2023.

Historical expenditures with the Manatee County Sheriff's Office are as follows:

2023-2024 YTD (First Quarter payment only) $ 309,243.82
2022-2023 school year: $1,236,975.28
2021-2022 school year: $1,433,750.94

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

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of the First Amendment of 2023-2024 School Resource Officer Program Agreement, SDMC No. 24-0052-RG, estimated in the amount of $34,569.81 for a total contract amount of $1,550,521.81. (Multiple Funding Sources)

Financial Impact
The funding source for this expenditure is Safe Schools Categorical, internal account, and department funds and it is included in the budget for 2023-2024.

Contact
Submitting Department: Safety & Security
Initiated By: Paul Damico

Attachments:
FIRST AMENDMENT of 2023-2024 SRO Program Agreement
24-0052-RG-MANATEE COUNTY SHERRIFFS OFFICE BOARD COPY

FIRST AMENDMENT of 2023-2024 School Resource Officer Program Agreement

This FIRST AMENDMENT (First Amendment) is made by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and THE SHERIFF OF MANATEE COUNTY, FLORIDA, whose mailing address is 600 US Highway 301 Boulevard West, Suite 202, Bradenton, Florida. 34205, hereinafter referred to as the "**Sheriff.**"

WHEREAS, on August 9, 2023, the **School Board** approved the purchase of School Resource Officer Services from the **Sheriff** for the 2023-2024 School Year; and

WHEREAS, the **Sheriff** executed and approved a written Agreement to govern the parties outlining the terms and conditions by which the Sheriff would provide School Resource Officer Services and the **School Board** would purchase and accept such services, attached hereto as Exhibit 1, (Agreement) and incorporated into this First Amendment; and

WHEREAS, the **School Board** and **Sheriff** desire to increase the capabilities of the School Resource Officer Program by supplementing the existing School Resource Officer Program with an SRO canine handler and canine trained for firearm detection purposes.

NOW, THEREFORE, the **School Board** and the **Sheriff** mutually agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. The School Board and the Sheriff hereby approve and ratify the Agreement nunc pro tunc to August 8, 2023, and hereby ratify any and all actions taken in furtherance of the Agreement since August 8, 2023.

3. The Agreement is amended to add the following under Article 1, Section A (Sheriff Responsibilities; Providing School Resource Officers):

> 3. Effective February 27, 2024, one deputy sheriff will be assigned by the Sheriff to be an SRO Canine Handler, hereinafter referred to as "**Handler**". The **Handler** will be assigned a canine which will be trained and used to detect firearms. After completion of **Handler** and canine training, the **Handler** will not be assigned to a particular school but will float among schools as needed in the best interests of safety and security as determined by SRO supervisors in consultation with the **School Board's** Chief Officer of Safety and Security. The School Board shall reimburse the Sheriff the prorated yearly costs, expenses, entitlements, and benefits resulting from the assignment of Handler as set as set forth in Attachment "D" to this Agreement, attached hereto and incorporated herein as if fully rewritten herein, and shall remit same as a part of the total compensation due and paid in quarterly installments as described in Article 3, D. of this Agreement.

4. Attachment "D" shall be added, attached hereto and incorporated herein.

5. Except as expressly stated herein, all of the terms and conditions of the Agreement shall remain in full force and effect.

6. This First Amendment shall be effective on the date last signed below.

The parties have caused the execution of this First Amendment, on the respective dates listed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Chad Choate III, Board Chair

ATTEST:

By: _____ Date: _____
Jason Wysong, Superintendent

SHERIFF OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Rick Wells, Sheriff of Manatee County, Florida

ATTACHMENT "D"

Manatee County Sheriff's Office
Canine School Resource Officer Program
FY 2023 - 2024 Budget
Pro Rated 60/40 Split Personal Services Between School Board & MSO

				124 Days
PERSONNEL EXPENSES	2022 - 2023	**Diff.**	**2023 - 2024**	
Regular Salary	$ -	$ 31,319.44	$ 31,319.44	Avg. H/S SRO Deputy Prorated to .5452
Overtime (billed separately)	-	-	$ -	
Incentive	-	489.21	$ 489.21	Reflects deputy changes
ADD: Dog Care	-	3,060.59	$ 3,060.59	346.50 x26 pp
FICA	-	2,625.04	$ 2,625.04	Reflects salary increase & deputy changes
Retirement	-	12,210.34	$ 12,210.34	FRS rates 32.67%
Health & Life Ins.	-	7,911.74	$ 7,911.74	Reflects salary changes
Total Personnel Expenses	$ -	$ 57,616.35	$ 57,616.35	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	$ -	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 1
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. $101
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	-	-	-	8yr amortization/deputy
TOTAL	$ -	$ 57,616.35	$ 57,616.35	
School Board 60% Share	$ -	34,569.81	$ 34,569.81	
	$ -	-	$ -	
School Board Share	$ -	$ 34,569.81	$ 34,569.81	

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2023-2024 School Resource Officer Program Agreement

This AGREEMENT entered into for the 2023-2024 school year (July 1, 2023 through June 30, 2024) by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as "**School Board**" and THE SHERIFF OF MANATEE COUNTY, FLORIDA, whose mailing address is 600 US Highway 301 Boulevard West, Suite 202, Bradenton, Florida 34205, hereinafter referred to as the "**Sheriff**," for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as "**SRO**," within the certain public schools of **Manatee County**, Florida.

WHEREAS, pursuant to Section 1006.12, Florida Statutes, the **School Board** has the responsibility to develop and implement programs for security purposes to be in effect during the school operating hours; and

WHEREAS, the **School Board** has the additional responsibility to provide educational services to the students; and

WHEREAS, the **Sheriff** has the responsibility for law enforcement, including the provision of security services and programs for the prevention of crime; and

WHEREAS, the **School Board** and the **Sheriff** are mutually responsible for providing a safe environment within which students may receive appropriate instructional and educational services which can be delivered more efficiently through the cooperative efforts of said parties to the benefits of public health, safety, and welfare.

NOW, THEREFORE, the **School Board** and the **Sheriff** mutually agree as follows:

ARTICLE 1. SHERIFF RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **Sheriff** shall commit employed Deputy Sheriffs to the School Resource Officer (**SRO**) program and will be available for, and assigned to, schools within the Manatee County jurisdiction as set forth in **Attachment "A".**

2. Two sergeants and one lieutenant will be assigned by the **Sheriff** to oversee and supervise the **SRO** program. Each of the above will also be required to sign in and complete the sign in and sign out sheets as set forth in **Attachment "B".**

B. Responsibilities:

1. The **Sheriff** shall be responsible for employing, training, disciplining, assigning, and dismissing of all **SRO's**.

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2. The **Sheriff** shall be responsible for fully equipping the **SRO** with the necessary and required law enforcement equipment and apparel needed to perform the **SRO** functions within the school environment.

3. The **Sheriff** shall maintain all personnel records and other records related to law enforcement services delivered by the **SRO** as may be required or allowed by law including, but not limited to, individual **SRO** personnel records and files, incident reports, criminal investigative reports, citations, and other such documentations.

4. The **Sheriff** shall maintain control and responsibility over the **SRO** as well as their equipment and activities.

C. **SRO** Duty Hours:

1. For the Term of Agreement, each **SRO** shall work a forty-three-hour week consisting of 8.6-hour days, corresponding to the school calendar regular session, based upon the SRO's assigned work detail.

2. The **SRO** workday shall correspond with the teacher's regular workday in the respective schools. Whenever needed, **SRO** may be temporarily reassigned by the **Sheriff** for accrued leave or during other periods of law enforcement purposes, another SRO will be assigned. With approval of the **Sheriff** and after consultation with the School Administrator, **SRO** will be allowed to request and utilize their annual leave throughout the year.

3. The schools may request the use of the **SRO** for overtime within each two-week period. Overtime will be paid directly to the **SRO** by the **Sheriff** and reimbursed to the **Sheriff** from the school's internal accounts within 30 days of receipt of invoice.

D. Duties of the **SRO:**

1. The **SRO** shall act as an instructor for specialized, short-term programs at their respective schools when requested to do so by the principal or member of the faculty and approved by the **Sheriff**. The **SRO** may teach part of these programs as a guest lecturer when so requested, however, the **SRO** shall not be responsible for teaching of the program on a full-time basis.

2. The **SRO** is approved to teach the "Character Development" program, the "Crossroads, It's Your Choice" program, the "Know the Law" program and the "D.A.R.E." program. All other programs must be approved by the principal of their respective schools and the **Sheriff**.

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E. General Responsibilities of **SRO**:

1. **SRO** shall coordinate all of their activities with the principal of their respective school and shall receive approval, advice, and guidance prior to enacting any programs within said school that have not previously been established or approved under this Agreement.

2. **SRO** shall develop expertise in presenting various subjects to students which shall include a basic understanding of law, the role of law enforcement officers, and the law enforcement mission.

3. **SRO** shall encourage individual and group discussion with the students of their respective schools based upon materials presented in the classroom environment to further establish a rapport with those students.

4. The **SRO**, if requested by the principal of their respective school, shall attend parent/faculty meetings and student staffing, in order to solicit support and understanding of the **SRO** program from the faculty and parents and to promote awareness of the law enforcement function. If these meetings or staffing occur outside of the **SRO's** working hours, overtime will be paid directly to the **SRO**s by the **Sheriff** and reimbursed to the **Sheriff** from the school's internal accounts or School District of Manatee County (SDMC) department funds within 30 days of receipt of invoice.

5. If available based on the duties and responsibilities of the **SRO**, the **SRO** shall make themselves available for student, parent, and faculty member conferences in order to assist with the identification of and solving of problems of a law enforcement or crime prevention nature. Any confidential information obtained, pursuant to Chapter 39, Florida Statutes, shall not be disclosed except as provided for by law or court order.

6. **SRO** shall become familiar with all community agencies which offer assistance to youths and their families, such as mental health clinics, drug treatment centers, and Community Based Programs. **SRO** shall make referrals when appropriate.

7. The **SRO** shall assist the principal in developing plans and strategies to prevent and/or minimize dangerous situations which may result from student unrest.

8. Should it become necessary to conduct formal police interviews or investigations with students, the **SRO** shall adhere to those legal requirement policies and procedures established by the **Sheriff** and the **School Board**; provided however, that the **Sheriff** shall have the authority to modify or suspend said policies and procedures in the interest of

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criminal justice and/or public safety. The **SRO** shall render assistance to other law enforcement officers in matters regarding the **SRO** school assignment.

9. The **SRO** shall not act as a school disciplinarian, school administrator, or assistant principal, but will cooperate and participate as necessary in the **School Board** expulsion hearing process, if requested by the Superintendent of Schools or legal counsel and approved by the **Sheriff**.

10. The **SRO** shall not be assigned duties regularly assigned to school staff such as lunchroom or hall monitor. If there is a problem area, the **SRO** may evaluate or assist the school staff in monitoring those areas.

11. The **SRO** shall adhere to the **Sheriff's** policies and procedures when transporting citizens.

12. The **SRO** will follow and conform to all **School Board** policies and procedures that do not conflict with the established policies and procedures of the **Sheriff**.

13. The **SRO** shall take law enforcement actions as necessary and advisable under the circumstances involved in any situation occurring at the **SRO** school and, as soon as practicable, if not prohibited by confidentiality provisions of state law, the **SRO** shall notify the principal of the school to which the **SRO** is assigned of any law enforcement activity undertaken or ongoing on the school's campus.

14. At the principal's request and subject to the availability based on the duties and responsibilities of the **SRO**, the **SRO** shall take appropriate law enforcement action against intruders, trespassers, and unwanted unauthorized individuals who may appear at school related functions. Whenever practicable, the **SRO** shall advise the principal before requesting additional law enforcement assistance on the campus.

15. If it is necessary for the **SRO** to be absent from his/her assigned school for a period of time less than a full workday, the **SRO** shall contact the **SRO** supervisor. The **SRO** supervisor will then ensure that the school has a replacement **SRO** prior to the assigned **SRO** leaving campus.

16. **SRO**s shall sign in and out at their assigned schools to document their presence at the school for purposes of the State of Florida Department of Education auditing requirements. The sign-in and sign-out form to be utilized for this purpose is attached hereto as **Attachment "B".**

17. **SRO** shall wear the official Deputy Sheriff Uniform at all times while on duty as an **SRO**; however, appropriate civilian attire may be worn on

DocuSign Envelope ID: 2F78530D-745F-4215-938E-4E891E6AFDA4

those occasions mutually agreed upon, by and between the school principal and the **Sheriff** or their appropriate designee.

ARTICLE 2. SCHOOL BOARD RESPONSIBILITIES

A. Facilities and Materials:

The **School Board** shall provide each **SRO** the following facilities and materials necessary for the performance of the **SRO** functions:

1. An air conditioned, properly lighted private office with a seven (7) digit telephone for business purposes, a secure file cabinet, desk, chair, and appropriate office supplies, access to computer or secretarial assistance, access to copying equipment, and a portable 2-way radio for communications with other school personnel.

2. Access to the **School Board**'s student information systems, to include, access to student information through Focus, as available, relating to all students enrolled at the SROs assigned school, for the purpose of minimizing juvenile delinquency and truancy and maintaining student safety. **SRO supervisors** shall have access to student information through FOCUS in the entire school district for a school related purpose. Any information obtained by the **SRO**s through such access shall be maintained confidential pursuant to the Family Educational Rights and Privacy Act and Section 1002.22, Florida Statutes (2020). The **SRO supervisor** to the extent it exists, shall have mobile access to surveillance cameras at all the schools located within Manatee County.

3. The **School Board** shall appropriate such funds as may be necessary in order to provide each **SRO** for the school year, the ability, when authorized by the respective principal, to purchase supplies and other equipment or materials that are needed in the performance of the **SRO** function including, but not limited to, cameras, and other such matter.

4. The **School Board** shall provide the **Sheriff** notice, at least two (2) years, prior to commencement of any new school construction or conversion within Manatee County.

B. Training:

The **School Board** shall, upon written request, reimburse the **Sheriff** its proportionate share (50%) of the reasonable costs of additional formal training expenses for **SRO** that have been requested and agreed to in advance by and between the **School Board** and the **Sheriff**, as being necessary for an assigned **SRO** to obtain certification as a School Resource Practitioner or other training

DocuSign Envelope ID: 2F78530D-745F-4215-938E-4E891E6AFDA4

necessary to fulfill the specific requirements of certification as an **SRO**. The reimbursement for agreed expenses shall include, but not be limited to, registration, tuition, lodging, and meals, all in keeping with the applicable state guidelines. If mutually agreed upon in advance by the **School Board** and the **Sheriff**, **SRO** may be reimbursed for other SRO specific training expenses. The **School Board** shall reimburse the **Sheriff** for any **SRO** training mandated by statute.

C. Section 1006.13, Florida Statutes, Policy of zero tolerance for crime and victimization compliance:

The **School Board** shall ensure that any act that poses a threat to school safety, whether committed by a student or adult, is reported to the **SRO** assigned to the involved school or an **SRO** supervisor. The **SRO** or **SRO** supervisor will be the Sheriff's designee to handle any reported act(s) that poses a threat to school safety whether committed by a student or adult.

The **School Board** personnel shall immediately consult with an **SRO** or **SRO supervisor** concerning appropriate delinquent acts and crimes.

ARTICLE 3. GENERAL TERMS AND CONDITIONS

A. Each **SRO** shall be a certified law enforcement officer, within the State of Florida, employed by and responsible to the **Sheriff** and will not, under any circumstances be an employee of the **School Board** nor shall the **School Board** be liable for their actions.

B. The **SRO** in the exercise of their duties and responsibilities will coordinate those school activities and education curriculum involved in their duties with the Superintendent of Schools and the principal of their assigned school.

C. The **SRO** supervisor shall coordinate, in keeping with the policies of the **School Board** and after request the principal of the respective school subject to availability based on the duties and responsibilities of the **SRO**, the scheduling of **SRO** at extra-curricular activities, including after-school security activities for which special arrangements shall be made for compensation. Any such extra-curricular activities requested by the **School Board**, over and above the normal pay period, shall be in compliance with all applicable rules and regulations of the **Sheriff** and the Department of Labor under the Fair Labor Standards Act.

D. The **School Board** shall reimburse the **Sheriff** the yearly costs, expenses, entitlements, and benefits resulting from the assignment of **SRO** as set forth in **Attachment "C"** to this Agreement, attached hereto and incorporated as if fully rewritten herein. The **School Board** shall remit this total annual compensation due

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to the **Sheriff** in quarterly installments after receipt of an invoice from the **Sheriff** per the following schedule:

November 1, 2023
February 1, 2024
May 1, 2024
August 1, 2024

Other than overtime reimbursement otherwise due **Sheriff** pursuant to the terms of this Agreement, any additional compensation for services or expenses in excess of the yearly costs set forth in **Attachment "C"** must be mutually approved in writing. All invoicing, at a minimum, shall include the following details: invoice date, invoice number, name of officer, hours, rate and any additional items as specified by the school or site at the time of service. Invoices will be paid on a NET 30 day basis.

E. If the **School Board** determines that it is necessary to utilize **SRO** for designated summer school programs, the **Sheriff** shall provide up to 8 **SRO**s and the **SRO** costs, expenses, entitlements, and benefits shall be reimbursed to the **Sheriff** by the **School Board**. Summer school services shall be **billed upon completion of summer school**.

F. If due to an exceptional occurrence, sporting event, public meeting, or other activity, it is necessary for other deputies, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, the Sheriff shall make every attempt to staff that event, meeting, or activity, with SROs which may be assigned to other schools, and who may be paid overtime. Should the Sheriff be unable to obtain a sufficient number of SROs to staff the event, meeting, or activity, compensation for those additional deputies will be charged to the **School Board** in keeping with the **Sheriff**'s existing rules and policies concerning the provision of off-duty officers as further provided within any then-existing Off-Duty Employment Unit Contract between the School Board and Sheriff.

G. The **SRO** shall be entitled to those sick days accrued during the term of this Agreement, without loss of pay if the **SRO** becomes sick and is absent from duties at his/her assigned school. If the **School** Board desires and requests a substitute or replacement officer for the absent **SRO** and the absent **SRO** is utilizing accrued sick leave, then the **School Board** shall be responsible for the variance in cost for that substitute officer for the unavailable **SRO**. The **SRO** supervisor shall not be used to act as a substitute officer for an unavailable **SRO**. If the absence of the **SRO** is due to sickness/injury that is job related and compensable through worker's compensation, the **Sheriff** shall be responsible for compensating and providing a substitute officer for the period of time that the assigned **SRO** is absent and receiving worker's compensation.

DocuSign Envelope ID: 2F78530D-745F-4215-938E-4E891E6AFDA4

H. If the assigned **SRO** is required to work overtime (in excess of 86 hours) by the **School Board**, the **School Board** shall be responsible for compensating the **SRO** at 1.5 times the hourly rate of pay. Overtime will be paid directly to the officers by the **Sheriff** and reimbursed to the **Sheriff** from the school's internal accounts or SDMC department funds within 30 days of receipt of invoice.

I. The **Sheriff** and the **School Board** shall cooperate and act in good faith in fulfilling the terms and conditions of this Agreement. If, due to unforeseen circumstances, issues arise or questions develop regarding the implementation and interpretation of the provisions of the Agreement, both parties shall negotiate in good faith in resolving those matters in keeping with the public purpose of this Agreement in protecting the students, **School Board** staff, and the general public.

J. If it becomes necessary for an assigned **SRO** to be relieved of duty or be removed from his/her position at his/her assigned school by the **Sheriff**, the principal of the school affected, shall be contacted and briefed of the facts relating to the removal. If the removal of the **SRO** is at the request of the affected school's principal, said request shall be in writing documenting the reason for such request and forwarded through the affected **SRO**'s chain of command, with a copy forwarded to the Superintendent of Schools. An appropriate meeting of the necessary staff of the **Sheriff** and the **School Board** shall be scheduled in order to discuss and resolve the issues involved with the affected **SRO**. The **Sheriff** shall make the final determination regarding placement of **Sheriff**'s personnel.

K. The **Sheriff** shall advise the **School Board** in writing of any permanent staff changes of SROs within schools, including but not limited to leaves of absence greater than 14 days, retirements, and reassignments. The **Sheriff** agrees and **School Board** understands that such staff change(s) will not increase **School Board's** funding obligation for SROs as described within Attachment "C" hereto.

L. Term:

The term of the Agreement shall be for the 2023-2024 school year and expire on June 30, 2024. The Agreement may be terminated by the **School Board** at any time if insufficient funding occurs as a result of the action of the State Legislature or withdrawal of funds occurs during the term of the Agreement. In either case, the **School Board** will be responsible for the financial obligations of this Agreement for the balance of the term or until officer vacancies occur in order to transfer **SRO**'s into a budgeted Deputy Sheriff position. This agreement may be extended an additional thirty days upon the written consent of both parties.

M. Termination:

The Agreement may be terminated by either party upon thirty (30) day written notice where a substantial breach of the Agreement has occurred, and the

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breaching party has failed to cure the breach within 30 days. Upon termination, the **School Board** shall be entitled to a prorated refund in accordance with the compensation formula for each day the **SRO** services are not provided as a result of termination. The **Sheriff** shall be entitled to compensation for all services performed up to the date of termination.

N. Indemnification:

Consistent with Section 768.28, Florida Statutes, the **School Board** and the **Sheriff** agree to defend, indemnify and hold harmless the other party, their agents, employees, officers and Board Members against any and all third-party claims, loses, damages, expenses, or liabilities, including attorney's fees, resulting from or arising out of the intentional or negligent acts or omissions of its own employees, officers or agents, whether occurring before or after the **School Board** and the **Sheriff** assumed the obligations of this Agreement. No provision of the Agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

O. Notice:

Where any notice is required under this Agreement or applicable law, such notice shall be provided by certified mail, return receipt requested, as follows:

For **Sheriff**

Rick Wells, Sheriff
Manatee County Sheriff's Office
600 301 Blvd. West, Suite 202
Bradenton, Florida 34205

For **School Board**

Dr. Jason Wysong, Superintendent
School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205

P. Entire Agreement:

This Agreement, together with the attachments set forth below represents the entire understanding of the parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter. All attachments are incorporated in their entirety into and form part of the Agreement. The Agreement has the following attachments:

Attachment "A" –School Coverage Sheet
Attachment "B" – School Sign-in and Sign-out Sheet
Attachment "C" – School Resource Officer Budget

Q. Severability:

No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any

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waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

R. Venue:

This Agreement shall be governed by and shall be construed in accordance with the laws of the state of Florida. Venue for any litigation hereunder shall be in Manatee County, Florida.

S. Equal Opportunity:

The **School Board** and the **Sheriff** do not discriminate on the basis of race, sex, marital status, national origin, religion, disability, or age, in the operation of the school district or in the provisions of services.

T. The Florida Sunshine Law is a series of laws designed to guarantee that the public has access to the public records of governmental bodies in Florida, Section 286.011 et seq., and Section 119.01 et seq., Florida Statutes. The contracting party with the **School Board** hereby acknowledges and agrees to comply with the Florida Sunshine Law, including but, not limited to keeping and maintaining all records that relate and/or pertain to the terms of this Agreement for inspection and copying, public records requests, internal audits and for any other informational purpose.

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

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IN WITNESS WHEREOF, the parties have caused the execution of this Agreement, in duplicate, on the date last signed below.

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Date: _____
Chad Choate III, Board Chair

ATTEST:

By: _____ Date: 08/09/2023
Dr. Jason Wysong, Superintendent

APPROVED AS TO FORM
& SUFFICIENCY:

_____
General Counsel

SHERIFF OF MANATEE COUNTY, FLORIDA

By: DocuSigned by: Charles R. Wells DD64DDC5BE09444... Date: 7/18/2023
Rick Wells, Sheriff of Manatee County, Florida

APPROVED AS TO FORM
& SUFFICIENCY:

DocuSigned by:
_____
C40E682421C346E...
General Counsel

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ATTACHMENT "A"

SCHOOL COVERAGE SHEET FY 23-24

18405

JORDAN-ESCALONA, JULIO	Supervisor
FRANCZYK, MARC S	Supervisor
ANDERSEN JR, JAMES R	Supervisor
ACKERMAN, BRIAN KEITH	Horizons
ACKERMAN, DAMON J	Braden River High School
CRAWFORD SR, CARLOS L	Bayshore High School
HARRIS, PAUL S	Lakewood Ranch High School
MIRELES, DAVID	Southeast High School
MERRILL, JACOB	Horizons
TOWNSLEY, KRISTOPHER A	Parrish Community High School
BUTLER JR, FRANK OLIVER	Buffalo Creek Middle School
LAWSON, EDWARD	Johnson Wakeland Middle School
EVANS JR, RICHARD D	Nolan Middle School
FILER, STEPHEN DWANE	Dr. Mona Jain Middle School
GARVIN, ZACHARY JOHN	King Middle School
BEERS, MICHAEL	Lee Middle School
ALCY, RUBEN	Harllee Middle School
OSORIO, JENNIFER	Braden Middle School
PEPPER, DEREK	Haile Middle School

DocuSign Envelope ID: 2F78530D-745F-4215-938E-4E891E6AFDA4

Attachment "B"

MANATEE COUNTY SHERIFF'S OFFICE
SCHOOL RESOURCE DEPUTY
TIMESHEET - MONTHLY REPORTING

School District of Manatee County
215 Manatee Ave. W. Bradenton, FL. 34205
(941) 708-8770 www.manateeschools.net

Month _____ Year _____ School Location _____

Deputy (Last Name, First Name) _____ ID # _____

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

DocuSign Envelope ID: 2F78530D-745F-4215-938E-4E891E6AFDA4

DATE	DAY	TIME IN	TIME OUT	TIME IN	TIME OUT	TIME IN	TIME OUT	DAILY TOTAL	REASON FOR ABSENCE

I hereby certify this report records hours worked by me during the period covered.

Deputy Signature _____ Date _____

(District requires a physical signature)

I hereby certify this report correctly records the hours worked by this Deputy.

Principal Signature _____ Date _____

(District requires a physical signature)

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ATTACHMENT "C"

Manatee County Sheriff's Office
MIDDLE SCHOOL School Resource Officer Program
FY 2023 - 2024 Budget
50/50 Split Personal Services Between School Board & MSO

PERSONNEL EXPENSES	**2022 - 2023**	Diff.	**2023 - 2024**	
Regular Salary	$ 756,796.56	$ 131,196.04	**$ 887,992.60**	Reflects average 18.2% salary incr. based on approved bgt.
Overtime (billed separately)	-	-	-	
Incentive	9,000.00	1,560.00	**10,560.00**	Reflects deputy changes
FICA	58,583.44	10,155.83	**68,739.27**	Reflects salary increase & deputy changes
Retirement	213,121.18	80,435.95	**293,557.13**	FRS rates increase 4.84% (32.67%) & on higher salaries
Health & Life Ins.	197,556.00	(25,507.76)	**172,048.24**	Reflects deputy changes
Total Personnel Expenses	$ 1,235,057.18	$ 197,840.07	**$ 1,432,897.25**	
OPERATING EXPENSES				
Auto & Radio Repairs	$ -	-	$ -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 9
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. (4)
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	$ -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost		-	-	8yr amortization/deputy
TOTAL	$ 1,235,057.18	$ 197,840.06	$ 1,432,897.25	
School Board 50% Share	$ 617,528.59	$ 98,920.03	$ 716,448.62	
School Board 25% Share	$ -	$ -	$ -	
School Board Share	$ 617,528.59	$ 98,920.03	$ 716,448.62	

The above represents 9 School Resource Officers/1 Supervisor.

7/11/2023

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Manatee County Sheriff's Office
MIDDLE SCHOOL School Resource Officer Program
FY 2023 - 2024 Budget

ATTACHMENT "C"

Employee			Salary	Incentive	7.65% FICA	32.67% Retirement	Health	Total
FRANCZYK, MARC S	Supervisor	$	119,850.72	$1,560	$9,288	$39,665	$23,401	$ 193,764.57
BUTLER JR, FRANK OLIVER	Buffalo Creek Middle School	$	72,588.80	$480	$5,590	$23,872	$23,289	$ 125,818.72
LAWSON, EDWARD	Johnson Wakeland Middle School	$	92,192.86	$720	$7,108	$30,355	$8,962	$ 139,337.34
EVANS JR, RICHARD D	Nolan Middle School	$	116,504.06	$960	$8,986	$38,376	$23,398	$ 188,223.71
FILER, STEPHEN DWANE	Dr. Mona Jain Middle School	$	83,394.17	$480	$6,416	$27,402	$23,322	$ 141,013.79
GARVIN, ZACHARY JOHN	King Middle School	$	75,054.75	$1,440	$5,852	$24,991	$13,791	$ 121,128.05
BEERS, MICHAEL	Lee Middle School	$	80,652.00	$1,080	$6,252	$26,702	$23,318	$ 138,004.01
ALCY, RUBEN	Harllee Middle School	$	72,588.80	$1,200	$5,645	$24,107	$23,289	$ 126,829.02
OSORIO, JENNIFER	Braden Middle School	$	92,192.86	$1,560	$7,172	$30,629	$8,944	$ 140,497.84
PEPPER, DEREK	Haile Middle School	$	82,973.58	$1,080	$6,430	$27,460	$336	$ 118,280.19
10		$	887,992.60	$10,560	$68,739	$293,557	$172,048	$ 1,432,897.25
50%			443,996.30	5,280.00	34,369.64	146,778.57	86,024.12	716,448.62
Average cost of SRO (excl. supv.)		**$**	**85,349.10**	**$ 1,000.00**	**$ 6,605.71**	**$ 28,210.25**	**$ 16,516.35**	**$ 137,681.41**

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ATTACHMENT "C"

Manatee County Sheriff's Office
HIGH SCHOOL School Resource Officer Program
FY 2023 - 2024 Budget
50/50 Split Personal Services Between School Board & MSO

PERSONNEL EXPENSES	**2022 - 2023**	Diff.	**2023 - 2024**	
Regular Salary	**$ 795,859.48**	$ 204,759.29	**$ 1,000,618.77**	Reflects average 18.2% salary incr. based on approved bgt.
Overtime (billed separately)	-	-	-	
Incentive	**9,360.00**	120.00	**9,480.00**	Reflects deputy changes
FICA	**61,599.29**	15,673.27	**77,272.56**	Reflects salary increase & deputy changes
Retirement	**224,092.58**	105,906.69	**329,999.27**	FRS rates increase 4.84% (32.67%) & on higher salaries
Health & Life Ins.	**147,982.00**	33,654.16	**181,636.16**	Reflects deputy changes & 1% incr.
Total Personnel Expenses	$ 1,238,893.35	$ 360,113.40	**$ 1,599,006.75**	
OPERATING EXPENSES				
Auto & Radio Repairs	**$** -	-	**$** -	$300 auto repairs & $210 radio repairs per person
Professional Svcs.	-	-	-	**Payroll, Legal, Finance, Supervision**
Regular Travel/Training	-	-	-	$500 per SRO
Communications	-	-	-	In-Car Computer Aircards $55mo. X12 X 7
Insurance & Bond	-	-	-	$921 per deputy plus notary svc. (4)
Office Supplies	-	-	-	$50 per deputy
Gas, Oil & Other	-	-	-	7,200 miles per year per vehicle @3.75 gal.
Uniforms & Accessories	-	-	-	$225 per person
Uniform Cleaning	-	-	-	$150 per person annually
Subtotal Operating Expenses	$ -	$ -	**$** -	
CAPITAL EXPENSES				
Vehicle & Equip. Cost	$ -	$ -	**$** -	
TOTAL	$ 1,238,893.35	$ 360,113.39	**$ 1,599,006.75**	
School Board 50% Share	$ 619,446.68	$ 180,056.70	$ 799,503.38	
School Board 25% Share	$ -	$ -	$ -	
School Board Share	$ 619,446.68	$ 180,056.70	$ 799,503.38	

The above represents 7 School Resource Officers/2 Supervisors.

7/11/2023

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ATTACHMENT "C"

HIGH SCHOOL School Resource Officer Program
FY 2023 - 2024 Budget

Employee		Salary	Incentive	7.65% FICA	32.67% Retirement	Health	Total
JORDAN-ESCALONA, JULIO	Supervisor	$ 136,714.11	$960	$10,532.07	$44,978.13	$23,406.39	$ 216,590.70
ANDERSEN JR, JAMES R	Supervisor	$ 137,000.71	$1,200	$10,572.35	$45,150.17	$23,414.63	$ 217,337.87
ACKERMAN, BRIAN KEITH	Horizons	$ 89,161.38	$1,560	$6,940.19	$29,638.67	$8,943.35	$ 136,243.59
ACKERMAN, DAMON J	Braden River High School	$ 124,561.02	$720	$9,584.00	$40,929.31	$23,414.63	$ 199,208.96
CRAWFORD SR, CARLOS L	Bayshore High School	$ 101,919.88	$720	$7,851.95	$33,532.45	$23,368.09	$ 167,392.37
HARRIS, PAUL S	Lakewood Ranch High School	$ 108,968.25	$480	$8,372.79	$35,756.74	$23,390.15	$ 176,967.93
MIRELES, DAVID	Southeast High School	$ 112,673.17	$720	$8,674.58	$37,045.55	$9,002.74	$ 168,116.04
MERRILL, JACOB	Horizons	$ 80,652.00	$1,560	$6,289.22	$26,858.66	$23,314.52	$ 138,674.40
TOWNSLEY, KRISTOPHER A	Parrish Community High School	$ 108,968.25	$1,560	$8,455.41	$36,109.58	$23,381.66	$ 178,474.90
9		$ 1,000,618.77	$ 9,480.00	$ 77,272.56	$ 329,999.27	$ 181,636.16	$ 1,599,006.75

AGENDA ITEM NO. 11.4

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval to Apply Accept and Expend the 2023-2024 Title I Part A (TIPA) Grant Additional Allocation in the Amount of $358,125.00 (Incoming Grant Funds)

Executive Summary
The Title I, Part A Grant (24A001) is an annual federal entitlement grant that focuses on high academic achievement, improving teaching and learning, and increasing parent and community involvement for students in high poverty schools. The Title I, Part A Grant was originally approved by the Board on June 27, 2023, in the amount of $12,788,029.00. The School District of Manatee County (SDMC) was awarded an additional allocation for Title I, Part A in the amount of $358,125.00. Amendment 2 reflects the activities and budget lines that were adjusted for the additional allocation. This includes an increased per pupil allocation (PPA) for the schools, including the adjusted share for equitable services to private schools. These changes have altered budget line amounts as outlined in the attached DOE 150 and DOE 151 forms and the amended PSES/NPSES documents.

This additional allocation is pending Board approval, if not approved by the School Board, the application will be withdrawn.

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 To Learn | Goal 4
Develop effective professional development and high-quality instructional coaching for teachers to support rigorous literacy instruction across all grades

Ready To Learn | Goal 5
Continue to partner with community-based agencies to ensure expanded Pre-K learning opportunities and alignments

Ready For Life | Goal 8
Expand acceleration opportunities for all middle and high school students

Recommendation

The Superintendent recommends the approval to apply, accept, and expend the 2023-2024 Title I, Part A (TIPA) Grant additional allocation in the amount of $358,125.00 (Incoming Grant Funds).

Financial Impact
There will be no cost to the General Fund.

Contact

Submitting Department: Federal Programs and Grants
Initiated by: Latrina Singleton and Rosa Mercado Salgado

Attachments:
23-24 TIPA Amendment 2_150_1-30-24

FLORIDA DEPARTMENT OF EDUCATION
PROJECT AMENDMENT REQUEST

Please return to:	**A) Agency Name:**	**DOE USE ONLY**
Florida Department of Education Office of Grants Management Room 332 Turlington Building 325 West Gaines Street Tallahassee, Florida 32399-0400 Telephone: (850) 245-0735	School District of Manatee County PO Box 9069 Bradenton, FL 34206	Date Received
B) Program Name: _Title I, Part A____ **TAPS Number: ___24A001_____**		**Project Number (DOE Assigned)** **410-2124B-4CB01**

C) Amendment Type	**D) Amendment Request Contact Information**	
☐ Program ☒ Budget **Amendment Number: ___2_____**	Contact Name: Latrina Singleton	Telephone Numbers: **941-751-6550 x43347**
	Mailing Address: **2501 63rd Ave. E., Bradenton, FL 34203**	E-mail Addresses: Singleton2L@manateeschools.net

E) Required Signature and Certification

I, __Dr. Jason Wysong____, (*Please Type Name)* as the official who is authorized to legally bind the agency/organization, do hereby certify to the best of my knowledge and belief that all the information and attachments submitted in this application amendment are true, complete and accurate, for the purposes, and objectives, set forth in the RFA or RFP and are consistent with the statement of general assurances and specific programmatic assurances for this project. I am aware that any false, fictitious or fraudulent information or the omission of any material fact may subject me to criminal, or administrative penalties for the false statement, false claims or otherwise. Furthermore, all applicable statutes, regulations, and procedures; administrative and programmatic requirements; and procedures for fiscal control and maintenance of records will be implemented to ensure proper accountability for the expenditure of funds on this project. All records necessary to substantiate these requirements will be available for review by appropriate state and federal staff. I further certify that all expenditures will be obligated on or after the effective date and prior to the termination date of the project. Disbursements will be reported only as appropriate to this project, and will not be used for matching funds on this or any special project, where prohibited.

Further, I understand that it is the responsibility of the agency head to obtain from its governing body the authorization for the submission of this application amendment.

_____	_____Superintendent_____	_____
Signature of Agency Head	Title	Date

F) Narrative

The additional allocation for the Title I, Part A grant will be used to fund already existing activities approved in the original application. The budget includes an increased allocation to the traditional and charter schools, as well as the required equitable services proportion for private schools. The funds will be added to the following activities:

Additional Allocation Amount: $358,125.00

Area of Focus 1: Additional School Allocations

Activity 3- Salaries to fund hourly pay for teachers and paraprofessionals to work summer remediation, enrichment, and bridge programs at Title I schools. These programs will provide students with the opportunity to master state standards, apply learning, and support the transition to the next grade level. Teachers (3.05 FTE) = $167,580.00; Paraprofessionals (1.8 FTE) = $36,036.00 and $45,752.51 for benefits.

Activity 11- Supplies for supplemental consumable materials and classroom supplies required to support whole and small group instruction within core content areas. Supplemental intervention, remediation, and enrichment consumable materials (decodables, practice workbooks, test practice and test preparation materials) will be purchased to support instruction on the state standards. Total: $32,811.49

Distribution to Charters- $38,220.00

Area of Focus 5: Early Learning Set-Aside

Activity 2- Supplies for supplemental classroom and student consumable materials to support the Title I extended day PreK classrooms. The supplies will be used to enhance instruction and provide additional practice to students. Classroom supplies include binders, folders, clip boards, organizational materials, chart paper, various paper, writing utensils, scissors, glue sticks, and individual student white boards. Consumable materials include supplemental student workbooks to support and increase standards mastery. Total $7,857.00

Area of Focus 6: Private School Equitable Services

Activity 7- Other materials and supplies for eligible private school students, teachers, and tutors to support summer school programs and remediation groups. Materials will include summer school curriculum resources and intervention kits (STEM Kits, Benchmark Steps to Advance, TCM Summer Scholars and Building Vocabulary Kits), supplemental books for instruction (STEAM, Math and ELA decodable and leveled readers and read aloud books), and manipulatives to support instructional delivery and practice in the content areas. Total $11,962.00

Area of Focus 11: Administrative Costs

Activity 7- Travel to local professional learning opportunities to support effective strategies for student engagement and instruction (Kagan, explicit literacy instruction, BEST aligned instruction, and assessment). Total $5,061.56

Activity 14- General Administration for Indirect Costs. Total $12,844.44

Instructions for Completion of DOE 150
Project Amendment Request

A. Enter Agency Name

B. Enter Program Name and TAPS number as listed on the original Project Award Notification.

C. Enter Amendment Type – Refer to Project Application and Amendment Procedures for Federal and State Programs (Green Book) for definitions of Program and Budget amendments.

D. Enter Amendment Request Contact Information for the person who is responsible for the project.

E. Complete Required Signature. **Note:** Application amendments signed by officials other than the Superintendent, or President/Chairman of the Board, must have a letter of authorization to sign on the behalf of said official, attached to the DOE 150 when the application amendment is submitted.

F. Provide sufficient narrative to describe and justify the type of amendment being requested. Narrative should include the purpose of the amendment and description of the amended services or budget changes – i.e. changes in scope or objectives, changes in deliverables or work tasks and how these changes affect the original application. Any budget change will require details on the increase/decrease and how the change affects the original application.

Attach Budget Amendment Narrative Form (DOE 151) if this amendment requires budget changes.

FLORIDA DEPARTMENT OF EDUCATION
BUDGET AMENDMENT NARRATIVE FORM

A) SD of Manatee County
District/Agency Name

B) 410-2124B-4CB01 /24A001
Project Number/TAPS Number

C) 2
Amendment Number

D) Total Project Amount Currently Approved

$ 14,105,258.31

E) Total Project Amount resulting from this Budget Amendment

$ 14,463,383.31

F) Line Item Description

Function	Object	Account Title and Narrative	FTE	Amount Increase	Amount Decrease
5100	120	**Basic (FEFP K-12) Classroom Teacher- NCH, Hourly Rate Outside of Contract** (AOF 1, Activity 3)	**3.05**	$ 167,580.00	
5100	150	**Basic (FEFP K-12)- Paraprofessional- NCH, Hourly Rate Outside of Contract** (AOF 1, Activity 3)	**1.8**	$ 36,036.00	
5100	210	**Basic (FEFP K-12)- Retirement** (AOF 1, Activity 3)		$ 27,630.69	
5100	220	**Basic (FEFP K-12)- Federal Insurance Contributions Act (FICA)** (AOF 1, Activity 3)		$ 15,576.62	
5100	240	**Basic (FEFP K-12)- Workers' Compensation** (AOF 1, Activity 3)		$ 2,545.20	
5100	394	**Distributions to Charter**		$ 14,080.00	
5100	510	**Basic (FEFP K-12)- Supplies** (AOF 1, Activity 11)		$ 32,811.49	
5100	510	**Basic (FEFP K-12)- Supplies** (AOF 5, Activity 2)		$ 7,857.00	
5100	590	**Basic (FEFP K-12)- Other Materials and Supplies** (AOF 6, Activity 7)		$ 11,962.00	
6150	394	**Distributions to Charter**		$ 880.00	
6300	330	**Instruction and Curriculum Development Services- Travel** (AOF 11, Activity 7)		$ 5,061.56	
6400	394	**Distributions to Charter**		$ 23,260.00	
7200	790	General Adminstration (Superintendent Office) Miscellanous		$ 12,844.44	
			Total	**$ 358,125.00**	**$ -**


FLORIDA DEPARTMENT OF
EDUCATION
fldoe.org

Instructions

Budget Amendment Narrative Form
DOE 151

A) Enter District/Agency Name

B) Enter Project Number of original project and corresponding TAPS number

C) Enter chronological number of this Amendment Request

D) Enter the Total Project Amount Currently Approved

E) Enter the Total Project Amount resulting from this Amendment

F) Provide a narrative description for each budget item by category to justify the requested Budget Amendment. List ONLY the budget lines that are being amended and/or new ones being created. For each budget line to be amended, indicate whether the amount will be increased or decreased in the appropriate column and record the adjusted amount being submitted for approval.

THIS FORM MUST BE ACCOMPANIED BY AN APPROPRIATELY COMPLETED PROJECT AMENDMENT REQUEST FORM, DOE 150

	Total District Allocation	
	$13,146,154.00	
Number of Public CLIF	**Number of Private CLIF**	**Total CLIF (auto-calc)**
16219	561	16780
Total Public School Proportion (auto-calc)	**Total Private School Proportion (auto-calc)**	
96.66%	3.34%	
Total Public School Allocation (auto-calc)	**Total Private School Allocation (auto-calc)**	
$12,707,072	$439,082	
	Private School Administrative Cost Reservation	
	$0	

LEA NAME: School District of Manatee County **School Year: 2023-2024**

Ranking Type: District-Wide

Survey Date Certain: 2/10/2023 (Final Survey 3 Data)

Poverty Metric Option: Option 1-Combination of CEP/DC with the 1.6 multiplier (yellow highlight-rows 7-34) and FRPL schools

Allocation Process:

The School District of Manatee County serves schools with over 75% (75.01% or greater) poverty in rank order for the entire District according to the percentage of children from low-income families (CLIF). The Per Pupil Allocations (PPAs) for the Title I funding range from ~~$650.00~~ $670.00 down to ~~$200.00~~ $220.00.

The PPA amount is tiered within the schools with 100% poverty to allow for a higher PPA for schools with a greater DC%.

School Name	School Number	Grade Comb	School type (Elementary, Middle, High or Combination)	New School	Reported 2023-2024 Number of Children Attending Public Schools	Reported 2023-2024 Number of Children from Low Income Families	Reported 2023-2024 Percent of Children from Low Income Families	2023-2024 Number of Children Attending Public Schools	2023-2024 Number of Children from Low Income Families	2023-2024 Percent of Children from Low Income Families	Selection Code	Program Type (SW or TA)	2023-2024 PPA Per Pupil Allocation	2023-2024 TSA Total School Allocation	Provision 2 or CEP	1% Allocation for Parent and Family Engagement	Grade Span Grouping (if not applicable, leave column blank)	2023-2024 PPA Per Pupil Allocation- Amended for Additional Allocation	2023-2024 TSA Total School Allocation- Amended for Additional Allocation
JUST FOR GIRLS ELEMENTARY SCHOOL	2019	K-5	Elementary	NO	43	42	97.67%	43	43	100.00%	E	SW	~~650~~	~~27950~~	2019-2020	0		670	28810
MANATEE ELEMENTARY SCHOOL	0151	PREK-5	Elementary	NO	496	453	91.33%	496	496	100.00%	A	SW	~~650~~	~~322400~~	2014-2015	5000		670	332320
SAMOSET ELEMENTARY SCHOOL	0421	PREK-5	Elementary	NO	564	513	90.96%	564	564	100.00%	A	SW	~~650~~	~~366600~~	2014-2015	5000		670	377880
OASIS MIDDLE SCHOOL	2122	6-8	Middle/Junior	NO	44	40	90.91%	44	44	100.00%	A	SW	~~650~~	~~28600~~	2014-2015	3000		670	29480
G D ROGERS GARDEN- BULLOCK ELEMENTARY	0271	PREK-5	Elementary	NO	497	445	89.54%	497	497	100.00%	A	SW	~~650~~	~~323050~~	2014-2015	5000		670	332990
BALLARD ELEMENTARY SCHOOL	0051	PREK-5	Elementary	NO	392	348	88.78%	392	392	100.00%	A	SW	~~650~~	~~254800~~	2014-2015	4000		670	262640
TEAM SUCCESS A SCHOOL OF EXCELLENCE	2102	K-12	Combination Elementary & Secondary	NO	1,163	1032	88.74%	1163	1163	100.00%	A	SW	~~650~~	~~755950~~	2014-2015	8000		670	779210
LINCOLN MEMORIAL MIDDLE SCHOOL	0861	6-8	Middle/Junior	NO	426	369	86.62%	426	426	100.00%	A	SW	~~650~~	~~276900~~	2020-2021	4000		670	285420
BLACKBURN ELEMENTARY SCHOOL	0541	PREK-5	Elementary	NO	488	422	86.48%	488	488	100.00%	A	SW	~~650~~	~~317200~~	2014-2015	5000		670	326960
ONECO ELEMENTARY SCHOOL	0261	PREK-5	Elementary	NO	574	494	86.06%	574	574	100.00%	A	SW	~~600~~	~~344400~~	2014-2015	5000		620	355880
PALMETTO ELEMENTARY SCHOOL	0301	PREK-5	Elementary	NO	531	452	85.12%	531	531	100.00%	A	SW	~~600~~	~~318600~~	2014-2015	5000		620	329220
BLANCHE H. DAUGHTREY ELEMENTARY	0411	PREK-5	Elementary	NO	752	636	84.57%	752	752	100.00%	A	SW	~~600~~	~~451200~~	2014-2015	6000		620	466240
PACE CENTER FOR GIRLS	2004	6-12	Senior High	NO	57	48	84.21%	57	57	100.00%	E	SW	~~600~~	~~34200~~	2019-2020	0		620	35340
ROBERT H. PRINE ELEM. SCHOOL	0381	PREK-5	Elementary	NO	689	580	84.18%	689	689	100.00%	A	SW	~~600~~	~~413400~~	2014-2015	5000		620	427180
VISIBLE MEN ACADEMY	2161	K-5	Elementary	NO	61	51	83.61%	61	61	100.00%	A	SW	~~600~~	~~36600~~	2014-2015	3000		620	37820
W. D. SUGG MIDDLE SCHOOL	0581	6-8	Middle/Junior	NO	1,035	863	83.38%	1035	1035	100.00%	A	SW	~~600~~	~~621000~~	2014-2015	8000		620	641700
HORIZONS ACADEMY	0731	PREK-12	Combination Elementary & Secondary	NO	310	258	83.23%	310	310	100.00%	A	SW	~~600~~	~~186000~~	2015-2016	3000		620	192200
FLORINE J ABEL ELEMENTARY SCHOOL	0621	PREK-5	Elementary	NO	467	388	83.08%	467	467	100.00%	A	SW	~~600~~	~~280200~~	2014-2015	5000		620	289540
H. S. MOODY ELEMENTARY SCHOOL	0601	PREK-5	Elementary	NO	609	503	82.59%	609	609	100.00%	A	SW	~~600~~	~~365400~~	2014-2015	5000		620	377580
BAYSHORE ELEMENTARY SCHOOL	0061	PREK-5	Elementary	NO	653	536	82.08%	653	653	100.00%	A	SW	~~600~~	~~391800~~	2014-2015	5000		620	404860
PALM VIEW K-8 SCHOOL	0281	PREK-8	Combination Elementary & Secondary	NO	644	525	81.52%	644	644	100.00%	A	SW	~~600~~	~~386400~~	2014-2015	7000		620	399280
MANATEE SCHL OF ARTS/SCIENCES	2101	PREK-6	Elementary	NO	129	105	81.40%	129	129	100.00%	A	SW	~~600~~	~~77400~~	2017-2018	3000		620	79980
JAMES TILLMAN ELEMENTARY MAGNET SCHOOL	0521	PREK-5	Elementary	NO	540	436	80.74%	540	540	100.00%	A	SW	~~600~~	~~324000~~	2014-2015	5000		620	334800
ELECTA LEE MAGNET MIDDLE	0761	6-8	Middle/Junior	NO	751	603	80.29%	751	751	100.00%	A	SW	~~600~~	~~450600~~	2014-2015	6000		620	465620
SEA BREEZE ELEMENTARY SCHOOL	0671	PREK-5	Elementary	NO	470	373	79.36%	470	470	100.00%	A	SW	~~600~~	~~282000~~	2015-2016	4000		620	291400
SOUTHEAST HIGH SCHOOL	0431	9-12	Senior High	NO	1,260	993	78.81%	1260	1260	100.00%	A	SW	~~380~~	~~478800~~	2018-2019	6000		400	504000
BAYSHORE HIGH SCHOOL	0072	9-12	Senior High	NO	1,103	851	77.15%	1103	1103	100.00%	A	SW	~~380~~	~~419140~~	2014-2015	5000		400	441200
MANATEE CHARTER SCHOOL	2121	K-8	Combination Elementary & Secondary	NO	514	382	74.32%	514	514	100.00%	A	SW	~~380~~	~~195320~~	2015-2016	5000		400	205600
JUST FOR GIRLS MIDDLE SCHOOL	2007	6-8	Middle/Junior	NO	29	29	100.00%	29	29	100.00%	E	SW	~~200~~	~~5800~~	N/A	0		220	6380
SABLE	2083	PREK-8	Combination Elementary & Secondary	NO	21	19	90.48%	21	19	90.48%	E	SW	~~200~~	~~3800~~	N/A	0		220	4180
AMIKIDS MANATEE	2081	6-12	Senior High	NO	32	27	84.38%	32	27	84.38%	E	SW	~~200~~	~~5400~~	N/A	0		220	5940
MARJORIE G. KINNAN ELEMENTARY SCHOOL	0741	PREK-5	Elementary	NO	470	369	78.51%	470	369	78.51%	A	SW	~~200~~	~~73800~~	N/A	3000		220	81180
ACCESS TO EDUCATION	2011	3-12	Combination Elementary & Secondary	NO	31	24	77.42%	31	24	77.42%	E	SW	~~200~~	~~4800~~	N/A	0		220	5280
WILLIAM H. BASHAW ELEMENTARY	0641	PREK-5	Elementary	NO	636	489	76.89%	636	489	76.89%	A	SW	~~200~~	~~97800~~	N/A	3000		220	107580
JESSIE P. MILLER ELEM. SCHOOL	0221	PREK-5	Elementary	NO	565	406	71.86%	565	406	71.86%	I	N/A	0	0	N/A	0		0	0
LOUISE R JOHNSON K-8 INTERNATIONAL STUDIES	0691	K-8	Combination Elementary & Secondary	NO	888	628	70.72%	888	628	70.72%	I	N/A	0	0	N/A	0		0	0
MYAKKA CITY ELEMENTARY SCHOOL	0231	PREK-5	Elementary	NO	299	208	69.57%	299	208	69.57%	I	N/A	0	0	N/A	0		0	0
MARTHA B. KING MIDDLE SCHOOL	0611	6-8	Middle/Junior	NO	868	593	68.32%	868	593	68.32%	I	N/A	0	0	N/A	0		0	0

PALMETTO HIGH SCHOOL	0351	9-12	Senior High	NO	1,584	1052	66.41%	1584	1052	66.41%	I	N/A	0	0	N/A	0	0	0
MANATEE HIGH SCHOOL	0181	9-12	Senior High	NO	1,475	965	65.42%	1475	965	65.42%	I	N/A	0	0	N/A	0	0	0
MANATEE SCHOOL FOR THE ARTS	2104	6-12	Senior High	NO	1,691	1069	63.22%	1691	1069	63.22%	I	N/A	0	0	N/A	0	0	0
~~HOLA! Elementary School~~	~~2192~~	~~K-5~~	~~Elementary~~	~~YES~~	~~310~~	~~196~~	~~63.22%~~	~~310~~	~~196~~	~~63.22%~~	~~K~~	~~N/A~~	~~0~~	~~0~~	~~N/A~~	~~0~~	~~0~~	~~0~~
BRADEN RIVER MIDDLE SCHOOL	0652	6-8	Middle/Junior	NO	823	515	62.58%	823	515	62.58%	I	N/A	0	0	N/A	0	0	0
IMAGINE CHARTER SCHOOL AT NORTH MANATEE	2123	PREK-8	Combination Elementary & Secondary	NO	623	371	59.55%	623	371	59.55%	I	N/A	0	0	N/A	0	0	0
PALMA SOLA ELEMENTARY SCHOOL	0291	PREK-5	Elementary	NO	402	237	58.96%	402	237	58.96%	I	N/A	0	0	N/A	0	0	0
MANATEE VIRTUAL SCHOOL (VIRTUAL FRANCHISE)	7004	1-12	Combination Elementary & Secondary	NO	33	9	27.27%	33	12	58.18%	I	N/A	0	0	N/A	0	0	0
IMAGINE CHARTER AT LAKEWOOD RANCH	2124	PREK-8	Combination Elementary & Secondary	NO	500	271	54.20%	500	271	54.20%	D	N/A	0	0	N/A	0	0	0
TARA ELEMENTARY SCHOOL	0681	PREK-5	Elementary	NO	502	268	53.39%	502	268	53.39%	D	N/A	0	0	N/A	0	0	0
HOLA! Elementary School	2192	K-5	Elementary	YES	310	196	63.22%	388	198	51.03%	D	N/A	0	0	N/A	0	0	0
BRADEN RIVER HIGH SCHOOL	0762	9-12	Senior High	NO	1,313	654	49.81%	1313	654	49.81%	D	N/A	0	0	N/A	0	0	0
BUFFALO CREEK MIDDLE SCHOOL	0842	6-8	Middle/Junior	NO	1,125	540	48.00%	1125	540	48.00%	D	N/A	0	0	N/A	0	0	0
STATE COLLEGE OF FLORIDA COLLEGIATE SCHOOL	2141	6-12	Senior High	NO	418	200	47.85%	418	200	47.85%	D	N/A	0	0	N/A	0	0	0
CARLOS E. HAILE MIDDLE SCHOOL	0711	6-8	Middle/Junior	NO	742	354	47.71%	742	354	47.71%	D	N/A	0	0	N/A	0	0	0
WILLIAM MONROE ROWLETT ACADEMY ARTS/COMMUNIC	2171	K-5	Elementary	NO	919	434	47.23%	919	434	47.23%	D	N/A	0	0	N/A	0	0	0
VIRGIL MILLS ELEMENTARY SCHOOL	0791	PREK-5	Elementary	NO	748	346	46.26%	748	346	46.26%	D	N/A	0	0	N/A	0	0	0
THE PORT ACADEMY	2068	9-12	Senior High	NO	7	1	14.29%	7	2	45.71%	D	N/A	0	0	N/A	0	0	0
FREEDOM ELEMENTARY SCHOOL	0781	PREK-5	Elementary	NO	526	232	44.11%	526	232	44.11%	D	N/A	0	0	N/A	0	0	0
BRADEN RIVER ELEMENTARY SCHOOL	0651	PREK-5	Elementary	NO	530	227	42.83%	530	227	42.83%	D	N/A	0	0	N/A	0	0	0
ROWLETT MIDDLE ACADEMY	2120	6-8	Middle/Junior	NO	665	263	39.55%	665	263	39.55%	J	N/A	0	0	N/A	0	0	0
ANNA MARIA ELEMENTARY SCHOOL	0031	K-5	Elementary	NO	201	77	38.31%	201	77	38.31%	J	N/A	0	0	N/A	0	0	0
MANATEE VIRTUAL INSTRUCTION PROGRAM	7001	K-12	Combination Elementary & Secondary	NO	13	2	15.38%	13	3	36.92%	J	N/A	0	0	N/A	0	0	0
BARBARA A HARVEY ELEMENTARY SCHOOL	0857	PREK-5	Elementary	NO	1,114	410	36.80%	1,114	410	36.80%	J	N/A	0	0	N/A	0	0	0
PARRISH COMMUNITY HIGH SCHOOL	0852	9-12	Senior High	NO	1,583	552	34.87%	1583	552	34.87%	J	N/A	0	0	N/A	0	0	0
IDA M. STEWART ELEMENTARY SCHL	0631	PREK-5	Elementary	NO	359	124	34.54%	359	124	34.54%	J	N/A	0	0	N/A	0	0	0
DR MONA JAIN MIDDLE SCHOOL	0853	6-8	Middle/Junior	NO	994	322	32.39%	994	322	32.39%	J	N/A	0	0	N/A	0	0	0
ANNIE LUCY WILLIAMS ELEMENTARY SCHOOL	0811	PREK-5	Elementary	NO	761	246	32.33%	761	246	32.33%	J	N/A	0	0	N/A	0	0	0
PALMETTO CHARTER SCHOOL	2131	PREK-8	Combination Elementary & Secondary	NO	418	129	30.86%	418	129	30.86%	J	N/A	0	0	N/A	0	0	0
R. DAN NOLAN MIDDLE SCHOOL	0752	6-8	Middle/Junior	NO	746	205	27.48%	746	205	27.48%	J	N/A	0	0	N/A	0	0	0
GENE WITT ELEMENTARY SCHOOL	0701	PREK-5	Elementary	NO	663	178	26.85%	663	178	26.85%	J	N/A	0	0	N/A	0	0	0
LAKEWOOD RANCH HIGH SCHOOL	0721	PREK, 9-12	Senior High	NO	1,770	444	25.08%	1770	444	25.08%	J	N/A	0	0	N/A	0	0	0
ROBERT WILLIS ELEMENTARY SCHOOL	0801	PREK-5	Elementary	NO	729	165	22.63%	729	165	22.63%	J	N/A	0	0	N/A	0	0	0
B.D. GULLETT ELEMENTARY SCHOOL	0821	PREK-5	Elementary	NO	1,141	241	21.12%	1141	241	21.12%	J	N/A	0	0	N/A	0	0	0
GILBERT W MCNEAL ELEM SCHOOL	0771	PREK-5	Elementary	NO	632	131	20.73%	632	131	20.73%	J	N/A	0	0	N/A	0	0	0
PARRISH CHARTER ACADEMY	2181	K-5	Elementary	NO	571	96	16.81%	571	96	16.81%	J	N/A	0	0	N/A	0	0	0
LAKEWOOD RANCH PREPARATORY ACADEMY	2182	K-12	Combination Elementary & Secondary	NO	745	106	14.23%	745	106	14.23%	J	N/A	0	0	N/A	0	0	0
PALMSHORES BEHAVIOR HEALTH CENTER	2056	2-12	Combination Elementary & Secondary	NO	74	0	0.00%	74	1	2.16%	J	N/A	0	0	N/A	0	0	0
JUVENILE DETENTION CENTER	2051	2-12	Combination Elementary & Secondary	NO	45	0	0.00%	45	0	0.00%	J	N/A	0	0	N/A	0	0	0

SELECTION CODE JUSTIFICATION

Please the school name, school number, selection code and selection code justification for all schools receiving selection codes of E, F, H, K, or L (see PSES Guide for additional information):

School Name	School Number	Selection Code	Selection Code Justification
JUST FOR GIRLS ELEMENTARY SCHOOL	2019	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $28,810.00
PACE CENTER FOR GIRLS	2004	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $35,340.00
JUST FOR GIRLS MIDDLE SCHOOL	2007	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $6,380.00
SABLE	2083	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $4,180.00
AMIKIDS MANATEE	2081	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $5,940.00
ACCESS TO EDUCATION	2011	E	School has been skipped; (1) the school meets comparability requirements; (2) the school is receiving supplemental state/local funds used in Title I-like programs; and (3) the supplemental state/local funds meet or exceed the amount that would be received under Title I, Part A which would be $5,280.00
HOLA! Elementary School	2192	~~K~~	Hola is a new school with an enrollment limit of 310 students. The poverty percentage was projected from the attached 6-12 campus school's current Survey 3 data. With the current projections, the school would NOT be eligible for Title I, Part A funds, based on the District's Allocation Process. As projected, the school remained ineligible for Title I, Part A funding and their position in the Rank and Serve remains unchanged.

LEA Name: School District of Manatee County	
Date Certain: 02/13/2023	
Method for determining eligible private school students: Form B	
Pooling or Not Pooling: Non-Pooling	
If pooling is only occuring with specific schools, please specify those schools that are pooling funds:	

Total Private School Allocation:	$439,082.00	$ 427,120.00
Private School Administrative Cost Reservation:	$0.00	
Total Remaining Allocation (auto-calc):	$439,082.00	

No.	Nonpublic School Name	Nonpublic School Number (4 digit)	Grade Span	Number of Private School Students Residing In PSAA	School Number for PSAA in which Private School Students Reside	Public School Attendance Area FRPL% and CEP%	Number of Children from Low Income Families	PPA Private School Service	Nonpublic School Equitable Allocation	Nonpublic School Total Allocation	PPA Private School Service-Updated Final Allocation (Amendment 2)	Nonpublic School Equitable Allocation Updated Final Allocation (Amendment 2)	Nonpublic School Total Allocation Updated Final Allocation (Amendment 2)	
1	Ave Maria Preparatory	4423	2-12	1	0051	100	1	~~761.35~~	~~761.35~~	~~19795.22~~	782.68	1	782.68	20349.61
				1	0151	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				3	0521	100	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03	
				2	0761	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				1	0861	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				4	0581	100	4	~~761.35~~	~~3045.42~~		782.68	4	3130.71	
				1	0281	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				6	0072	100	6	~~761.35~~	~~4568.13~~		782.68	6	4696.06	
				7	0431	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74	

2	The Broach School	3659	K-12	3	0621	100	3	~~761.35~~	~~2284.06~~	~~50249.41~~	782.68	3	2348.03	51656.71
				2	0051	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				7	0261	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74	
				1	0301	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				2	0381	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				1	0671	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				1	0521	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				12	0761	100	12	~~761.35~~	~~9136.26~~		782.68	12	9392.13	
				4	0861	100	4	~~761.35~~	~~3045.42~~		782.68	4	3130.71	
				14	0581	100	14	~~761.35~~	~~10658.97~~		782.68	14	10957.48	
				7	0072	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74	
				12	0431	100	12	~~761.35~~	~~9136.26~~		782.68	12	9392.13	
3	Community Christian S	0732	k-12	11	0621	100	11	~~761.35~~	~~8374.90~~	~~138566.56~~	782.68	11	8609.45	142447.28
				5	0051	100	5	~~761.35~~	~~3806.77~~		782.68	5	3913.39	
				3	0641	76.89	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03	
				7	0061	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74	
				2	0541	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				9	0411	100	9	~~761.35~~	~~6852.19~~		782.68	9	7044.10	
				3	0741	78.51	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03	
				7	0151	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74	
				9	0601	100	9	~~761.35~~	~~6852.19~~		782.68	9	7044.10	
				28	0261	100	28	~~761.35~~	~~21317.93~~		782.68	28	21914.97	
				4	0381	100	4	~~761.35~~	~~3045.42~~		782.68	4	3130.71	
				4	0271	100	4	~~761.35~~	~~3045.42~~		782.68	4	3130.71	
				7	0421	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74	
				8	0671	100	8	~~761.35~~	~~6090.84~~		782.68	8	6261.42	
				7	0521	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74	
				9	0761	100	9	~~761.35~~	~~6852.19~~		782.68	9	7044.10	
				2	0861	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				14	0581	100	14	~~761.35~~	~~10658.97~~		782.68	14	10957.48	
				5	0281	100	5	~~761.35~~	~~3806.77~~		782.68	5	3913.39	
				11	0072	100	11	~~761.35~~	~~8374.90~~		782.68	11	8609.45	
				27	0431	100	27	~~761.35~~	~~20556.58~~		782.68	27	21132.29	

4	Next Generation Acade	7378	K-12	1	0051	100	1	~~761.35~~	~~761.35~~	~~23602~~	782.68	1	782.68	24263.00
				2	0741	78.51	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				3	0151	100	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03	
				7	0601	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74	
				2	0261	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				2	0301	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				8	0381	100	8	~~761.35~~	~~6090.84~~		782.68	8	6261.42	
				1	0521	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				2	0761	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				3	0861	100	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03	
5	St. Joseph Catholic Sch	1077	K-8	3	0621	100	3	~~761.35~~	~~2284.06~~	~~122578.11~~	782.68	3	2348.03	126011.06
				3	0051	100	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03	
				10	0641	76.89	8	~~761.35~~	~~6090.84~~		782.68	8	6261.42	
				15	0061	100	15	~~761.35~~	~~11420.32~~		782.68	15	11740.16	
				1	0541	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				2	0411	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35	
				1	0741	78.51	1	~~761.35~~	~~761.35~~		782.68	1	782.68	
				4	0151	100	4	~~761.35~~	~~3045.42~~		782.68	4	3130.71	
				14	0601	100	14	~~761.35~~	~~10658.97~~		782.68	14	10957.48	
				11	0261	100	11	~~761.35~~	~~8374.90~~		782.68	11	8609.45	
				6	0301	100	6	~~761.35~~	~~4568.13~~		782.68	6	4696.06	
				30	0381	100	30	~~761.35~~	~~22840.64~~		782.68	30	23480.32	
				8	0271	100	8	~~761.35~~	~~6090.84~~		782.68	8	6261.42	
				4	0421	100	4	~~761.35~~	~~3045.42~~		782.68	4	3130.71	
				3	0671	100	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03	
				8	0521	100	8	~~761.35~~	~~6090.84~~		782.68	8	6261.42	
				9	0761	100	9	~~761.35~~	~~6852.19~~		782.68	9	7044.10	
				3	0861	100	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03	
				24	0581	100	24	~~761.35~~	~~18272.51~~		782.68	24	18784.26	
				4	0281	100	4	~~761.35~~	~~3045.42~~		782.68	4	3130.71	
6	Sunshine Academy	4167	K-8	1	0621	100	1	~~761.35~~	~~761.35~~	~~49488.06~~	782.68	1	782.68	50874.03

			13	0051	100	13	~~761.35~~	~~9897.61~~		782.68	13	10174.81		
			6	0061	100	6	~~761.35~~	~~4568.13~~		782.68	6	4696.06		
			1	0601	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68		
			5	0261	100	5	~~761.35~~	~~3806.77~~		782.68	5	3913.39		
			2	0301	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			7	0381	100	7	~~761.35~~	~~5329.48~~		782.68	7	5478.74		
			2	0271	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			5	0421	100	5	~~761.35~~	~~3806.77~~		782.68	5	3913.39		
			10	0671	100	10	~~761.35~~	~~7613.55~~		782.68	10	7826.77		
			2	0521	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			3	0761	100	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03		
			6	0581	100	6	~~761.35~~	~~4568.13~~		782.68	6	4696.06		
			1	0072	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68		
			1	0431	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68		
7	West Coast Christian A	1422	2	0641	76.89	2	~~761.35~~	~~1522.71~~	~~22840.64~~	782.68	2	1565.35	23480.32	
			2	0061	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			1	0411	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68		
			3	0151	100	3	~~761.35~~	~~2284.06~~		782.68	3	2348.03		
			2	0601	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			2	0261	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			2	0271	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			2	0421	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			1	0671	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68		
			2	0521	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			2	0761	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
			1	0861	100	1	~~761.35~~	~~761.35~~		782.68	1	782.68		
			6	0581	100	6	~~761.35~~	~~4568.13~~		782.68	6	4696.06		
			2	0281	100	2	~~761.35~~	~~1522.71~~		782.68	2	1565.35		
								Total	427120		Amended Total	439082.00		

AGENDA ITEM NO. 11.5

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Bid on Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD, Estimated in the Amount of $75,000.00 Annually (Multiple Funding Sources)

Executive Summary
The District issued an invitation to bid to purchase repair parts and services for outdoor equipment. Equipment may be serviced by the District's Maintenance and Operations Department or the awarded suppliers, as needed. Equipment may include, but is not limited to: blowers, chainsaws, golf carts, edgers, field stripers, mowers, pressure washers (hot and cold), prune saws/hedge trimmers, tractors/implements/utility vehicles, weed eaters, etc.

This bid is recommended for award to:

- Custom Carts of Sarasota, Bradenton, Florida, Florida Document No. L14000180991
- Everglades Equipment, Homestead, FL, Florida Document No. P03000071476
- Gravely of Bradenton, Bradenton, FL, Florida Document No. G21000104510
- Manatee Pressure Washer, Sarasota, Florida, Florida Document No. L17000103956
- Mowers Inc., Sarasota, FL, Florida Document No. P11000027410
- North River Small Engine, Parrish, FL, Florida Document No. L18000011965
- Wesco Turf, Sarasota, FL, Florida Document No. J54237
- Additional suppliers may be added as needed throughout the contract period.

The requested contract is for the period of March 1, 2024 through December 31, 2026, with two additional one (1) year renewals through December 31, 2028.

Historical Expenditures are as follows:

- YTD 2023-2024 $34,318.16
- 2022-2023 $51,918.26
- 2021-2022 $51,762.91

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.

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 Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD, estimated in the amount of $75,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for this annually estimated expenditure is General, and other District funds as needed and is included in the approved budgets for 2023-2024.

Contact
Submitting Departments: Maintenance, Operations & Central Distribution Warehouse Department
Initiated By: Todd Henson

Attachments:
240089t
24-0089-KD - CUSTOM CARTS
24-0089-KD - EVERGLADES EQUIPMENT GROUP
24-0089-KD - GRAVELY
24-0089-KD - MANATEE PRESSURE WASHER
24-0089-KD - MOWERS INC
24-0089-KD - WESCO TURF
24-0089-KD- NORTH RIVER SMALL ENGINE

NOTICE OF INTENT TO AWARD

BID ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC NO 24-0089-KD

CONTRACT PERIOD: MARCH 1, 2024 THROUGH DECEMBER 31, 2026

FOR BOARD APPROVAL ON FEBRUARY 27, 2024

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	1. Briggs and Stratton	2. Bush Hog	3. Caterpillar	4. Club Car
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	10.00% Discount
Everglades Equipment Group	N/A	5.00% Discount	N/A	N/A
Gravely	N/A	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	0.00% See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	0.00%

BIDDERS	PARTS			
	5. Echo	6. Ex-Mark	7. EZ Go	8. Case
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	10.00% Discount	N/A
Everglades Equipment Group	N/A	N/A	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	9. Honda	10. John Deere	11. Kubota	12. Pioneer
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	10.00% Discount	10.00% Discount	N/A	N/A
Gravely	25.00% Discount (3)	N/A	N/A	N/A
Manatee Pressure Washer	25.00% Markup	N/A	N/A	25.00% Markup
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	PARTS			
	13. Scag	14. Stihl	15. Toro	16. Woods
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	N/A	26.00% Discount See Note (2)	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	10.00% Discount	10.00% Discount	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	0.00%	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	17. Husqvarna	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
Custom Carts of Sarasota	N/A	10.00% Discount	10.00% Discount	0.00% Discount
Everglades Equipment Group	N/A	15.00% Discount	5.00% Discount	N/A
Gravely	N/A	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)
Manatee Pressure Washer	N/A	25.00% Markup	25.00% Markup	N/A
Mowers Inc	10.00% Discount	10.00% Discount	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	21. Labor - Repair/Service
	Per Hour
Custom Carts of Sarasota	$125.00
Everglades Equipment Group	$100.00 $110.0 Field
Gravely	$89.00
Manatee Pressure Washer	$125.00
Mowers Inc	$100.00
North River Small Engine	$100.00
Ring Power Corporation	See Note 1 See Notes: (1) (a)
Wesco Turf	$145.00

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

NOTES:

1. Outside Purchases: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.

Overtime Labor Rates - Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When holiday labor rates apply.

Holiday/Sunday Labor Rates: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice the regular time rate.

Misc. Supplies/Enviro: Materials that are used on the job or become part of the job that are company supplied (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed $300.00.

Heavy Equipment and Cat Rental Store:

Description:	2023 Reg Rates:	2023 OT Rates:
Shop Serviceman Rate - Excl: Machine Shop & MCRC	$143.00	$189.50
Hydraulic Shop (Tampa)	$154.00	$202.00
Field Serviceman Rate	$161.00	$210.00
Field Travel	$161.00	$210.00
Product Link Labor and Travel - Ranger Vehicles	$96.00	$143.50
Paint or Prime Machine (no paint furnished)	$124.00	$171.00
Sandblasting (sand furnished)	$126.00	$173.20
Welding and/or Cutting (supplies furnished)	$146.00	$193.70
Machine Shop (base rate)	$154.00	$200.90
Horizontal Mill Labor - Machine Shop	$243.00	$290.10
A.C.T. Labor (resurfacing cylinder rods)	$158.00	$205.00
A/C Repairs	$154.00	$200.90
Steam Cleaning (supplies furnished)	$111.00	$157.85
Radiator Repair Labor	$142.00	$189.60
Inspect, Test, & Adjust (Charges, no supplies)	$146.00	$193.70
MCRC (Major Component Rebuild Center)	$146.00	$193.70
Dynamometer Testing of Engines (not including fuel)	$146.00	$193.70
Field Serviceman's Travel Rates (per mile)	$4.50	

2. Parts and Accessories 26%
   Oil 20%
   Saw Chain 31%
   Stihl Units 21%

3. Store List Less Discount

(a) Non-responsive

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.

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. 24-0089-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Custom Carts of Sarasota (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:

Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from March 1, 2024 through December 31, 2026. 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)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 Statues.

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: 1745891

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:	Custom Carts 4515 15th St. E Bradenton, Florida 34203 Attention:Marci Brown
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 Custom Carts of Sarasota	ADDRESS 4515 15th St. E. Bradenton, FL 34203
PHONE 941-953-4445 x 110	EMAIL service@customcarts.com
TYPE OR PRINT NAME Marci Brown	TITLE Service Manager
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:

Marci Brown Digitally signed by Marci Brown Date: 2024.01.31 09:47:46 -05'00'	1/31/2024		
Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
Pamela D'Agostino	2/8/2024		
General Counsel Approved as to Form and Legal Content	Date	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: October 19, 2023**	
TITLE: Outdoor Equipment Repair Parts and Service	**NUMBER:** **24-0089-KD**	**SUBMITTAL DEADLINE:** **November 9, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 27, 2023		
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 School District of Manatee County operates a wide variety of outdoor power equipment essential to day to day operations. The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide routine maintenance, parts, and services. Routine maintenance is currently performed by the District, however service may be requested from awarded contractor(s).

The District intends to award this solicitation to all responsive and responsible bidders. 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 services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

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 three (3) year(s) 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 **January 1, 2024 through December 31, 2026**.
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 is 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

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC. All parts shall meet and/or exceed OEM (Original Equipment Manufacturer) specifications.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 25% percent mark-up. A mark-up on sales tax will not be allowed. Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost, and percent mark-up or discount cost. A copy of the supply house invoice may be requested from SDMC to verify the mark-up or discount.

Contractor is expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to SDMC.

SDMC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SDMC a mark-up fee for material furnished by SDMC.

Restocking:
SDMC will not pay a restocking charge for items returned in new, unused condition within sixty (60) days after time of delivery.

Return Policy:
Unused, new, and/or discontinued parts shall be returned for full credit up to sixty (60) days after original purchase date.

Experience:
Contractor must have performed work for motor repair and replacement services as specified herein, within the most recent two (2) year period. The Contractor's representative shall be experienced in all facets of motor repair service.

Equipment:
Contractor will provide parts for the following equipment, but not limited to: Blowers, chainsaws, golf carts, edgers, field stripers, mowers, pressure washers (hot and cold), prune saws/hedge trimmers, tractors/implements/utility vehicles, and weed eaters.

Manufacturers:
Equipment operated by SDMC consists of, but not limited to: Briggs and Stratton, Bush Hog, John Deere, Case, Caterpillar, Club Car, Echo, EZ Go, Honda, John Deere, Kubota, Pioneer, Scag, Stihl, Toro, Husqvarna, and Woods.

Rental Equipment:
The District may request rental equipment at an hourly, daily, or weekly rate. Rental equipment cost may be negotiated at the time of rental.

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 _____

ITEM	MANUFACTURER	MARK-UP	OR	DISCOUNT
	Parts			
1	Briggs and Stratton	%		%
2	Bush Hog	%		%
3	Caterpillar	%		%
4	Club Car	%		%
5	Echo	%		%
6	Ex-Mark	%		%
7	EZ Go	%		%
8	Case	%		%
9	Honda	%		%
10	John Deere	%		%
11	Kubota	%		%
12	Pioneer	%		%
13	Scag	%		%
14	Stihl	%		%
15	Toro	%		%
16	Woods	%		%
17	Husqvarna	%		%
18	After Market Accessories	%		%
19	Manufacturers not Listed	%		%
20	Rental of Equipment	%		%
21	Labor – Repair/Service			$ Per Hour

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:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

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) is 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 in 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

October 19, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 27, 2023	Questions/Clarifications due
October 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 9, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 13, 2023	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 November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	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 #: 24-0088-KD Title: Lighting Supplies

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 a target 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.

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 our 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 if 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: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC NO 24-0089-KD

CONTRACT PERIOD: MARCH 1, 2024 THROUGH DECEMBER 31, 2026

FOR BOARD APPROVAL ON FEBRUARY 27, 2024

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	1. Briggs and Stratton	2. Bush Hog	3. Caterpillar	4. Club Car
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	10.00% Discount
Everglades Equipment Group	N/A	5.00% Discount	N/A	N/A
Gravely	N/A	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	0.00% See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	0.00%

BIDDERS	PARTS			
	5. Echo	6. Ex-Mark	7. EZ Go	8. Case
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	10.00% Discount	N/A
Everglades Equipment Group	N/A	N/A	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	9. Honda	10. John Deere	11. Kubota	12. Pioneer
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	10.00% Discount	10.00% Discount	N/A	N/A
Gravely	25.00% Discount (3)	N/A	N/A	N/A
Manatee Pressure Washer	25.00% Markup	N/A	N/A	25.00% Markup
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	PARTS			
	13. Scag	14. Stihl	15. Toro	16. Woods
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	N/A	26.00% Discount See Note (2)	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	10.00% Discount	10.00% Discount	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	0.00%	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	17. Husqvarna	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
Custom Carts of Sarasota	N/A	10.00% Discount	10.00% Discount	0.00% Discount
Everglades Equipment Group	N/A	15.00% Discount	5.00% Discount	N/A
Gravely	N/A	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)
Manatee Pressure Washer	N/A	25.00% Markup	25.00% Markup	N/A
Mowers Inc	10.00% Discount	10.00% Discount	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	21. Labor - Repair/Service
	Per Hour
Custom Carts of Sarasota	$125.00
Everglades Equipment Group	$100.00 $110.0 Field
Gravely	$89.00
Manatee Pressure Washer	$125.00
Mowers Inc	$100.00
North River Small Engine	$100.00
Ring Power Corporation	See Note 1 See Notes: (1) (a)
Wesco Turf	$145.00

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

NOTES:

1. Outside Purchases: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.

Overtime Labor Rates - Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When holiday labor rates apply.

Holiday/Sunday Labor Rates: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice the regular time rate.

Misc. Supplies/Enviro: Materials that are used on the job or become part of the job that are company supplied (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed $300.00.

Heavy Equipment and Cat Rental Store:

Description:	2023 Reg Rates:	2023 OT Rates:
Shop Serviceman Rate - Excl: Machine Shop & MCRC	$143.00	$189.50
Hydraulic Shop (Tampa)	$154.00	$202.00
Field Serviceman Rate	$161.00	$210.00
Field Travel	$161.00	$210.00
Product Link Labor and Travel - Ranger Vehicles	$96.00	$143.50
Paint or Prime Machine (no paint furnished)	$124.00	$171.00
Sandblasting (sand furnished)	$126.00	$173.20
Welding and/or Cutting (supplies furnished)	$146.00	$193.70
Machine Shop (base rate)	$154.00	$200.90
Horizontal Mill Labor - Machine Shop	$243.00	$290.10
A.C.T. Labor (resurfacing cylinder rods)	$158.00	$205.00
A/C Repairs	$154.00	$200.90
Steam Cleaning (supplies furnished)	$111.00	$157.85
Radiator Repair Labor	$142.00	$189.60
Inspect, Test, & Adjust (Charges, no supplies)	$146.00	$193.70
MCRC (Major Component Rebuild Center)	$146.00	$193.70
Dynamometer Testing of Engines (not including fuel)	$146.00	$193.70
Field Serviceman's Travel Rates (per mile)	$4.50	

2. Parts and Accessories 26%
   Oil 20%
   Saw Chain 31%
   Stihl Units 21%

3. Store List Less Discount

(a) Non-responsive

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.

EXHIBIT C

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
~~not coming on school campus~~		

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. 24-0089-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Everglades Equipment Group (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:

Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from March 1, 2024 through December 31, 2026. 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)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 Statues.

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: 1654139

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:	Everglades Equipment Group 138 Professional Way Wellington, FL 33414
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 Everglades Equipment Group	ADDRESS 138 Professional Way Wellington, FL 33414
PHONE 561 897 0693	EMAIL cvaughn@efe1963.com
TYPE OR PRINT NAME Clint Vaughn	TITLE Governmental Division Manager
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:

Clint Vaughn Digitally signed by Clint Vaughn Date: 2024.01.30 09:04:27 -05'00'	01/30/2024		
Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
Pamela D'Agostino	2/8/2024		
General Counsel Approved as to Form and Legal Content	Date	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: October 19, 2023**	
TITLE: Outdoor Equipment Repair Parts and Service	**NUMBER:** **24-0089-KD**	**SUBMITTAL DEADLINE:** **November 9, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 27, 2023		
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 School District of Manatee County operates a wide variety of outdoor power equipment essential to day to day operations. The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide routine maintenance, parts, and services. Routine maintenance is currently performed by the District, however service may be requested from awarded contractor(s).

The District intends to award this solicitation to all responsive and responsible bidders. 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 services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

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 three (3) year(s) 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 **January 1, 2024 through December 31, 2026**.
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 is 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

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC. All parts shall meet and/or exceed OEM (Original Equipment Manufacturer) specifications.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 25% percent mark-up. A mark-up on sales tax will not be allowed. Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost, and percent mark-up or discount cost. A copy of the supply house invoice may be requested from SDMC to verify the mark-up or discount.

Contractor is expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to SDMC.

SDMC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SDMC a mark-up fee for material furnished by SDMC.

Restocking:
SDMC will not pay a restocking charge for items returned in new, unused condition within sixty (60) days after time of delivery.

Return Policy:
Unused, new, and/or discontinued parts shall be returned for full credit up to sixty (60) days after original purchase date.

Experience:
Contractor must have performed work for motor repair and replacement services as specified herein, within the most recent two (2) year period. The Contractor's representative shall be experienced in all facets of motor repair service.

Equipment:
Contractor will provide parts for the following equipment, but not limited to: Blowers, chainsaws, golf carts, edgers, field stripers, mowers, pressure washers (hot and cold), prune saws/hedge trimmers, tractors/implements/utility vehicles, and weed eaters.

Manufacturers:
Equipment operated by SDMC consists of, but not limited to: Briggs and Stratton, Bush Hog, John Deere, Case, Caterpillar, Club Car, Echo, EZ Go, Honda, John Deere, Kubota, Pioneer, Scag, Stihl, Toro, Husqvarna, and Woods.

Rental Equipment:
The District may request rental equipment at an hourly, daily, or weekly rate. Rental equipment cost may be negotiated at the time of rental.

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 _____

ITEM	MANUFACTURER	MARK-UP	OR	DISCOUNT
	Parts			
1	Briggs and Stratton	%		%
2	Bush Hog	%		%
3	Caterpillar	%		%
4	Club Car	%		%
5	Echo	%		%
6	Ex-Mark	%		%
7	EZ Go	%		%
8	Case	%		%
9	Honda	%		%
10	John Deere	%		%
11	Kubota	%		%
12	Pioneer	%		%
13	Scag	%		%
14	Stihl	%		%
15	Toro	%		%
16	Woods	%		%
17	Husqvarna	%		%
18	After Market Accessories	%		%
19	Manufacturers not Listed	%		%
20	Rental of Equipment	%		%
21	Labor – Repair/Service	$ Per Hour		

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:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

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) is 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 in 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

October 19, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 27, 2023	Questions/Clarifications due
October 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 9, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 13, 2023	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 November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	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 #: 24-0088-KD Title: Lighting Supplies

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.

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 our 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 if 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: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC NO 24-0089-KD

CONTRACT PERIOD: MARCH 1, 2024 THROUGH DECEMBER 31, 2026

FOR BOARD APPROVAL ON FEBRUARY 27, 2024

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	1. Briggs and Stratton	2. Bush Hog	3. Caterpillar	4. Club Car
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	10.00% Discount
Everglades Equipment Group	N/A	5.00% Discount	N/A	N/A
Gravely	N/A	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	0.00% See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	0.00%

BIDDERS	PARTS			
	5. Echo	6. Ex-Mark	7. EZ Go	8. Case
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	10.00% Discount	N/A
Everglades Equipment Group	N/A	N/A	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	9. Honda	10. John Deere	11. Kubota	12. Pioneer
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	10.00% Discount	10.00% Discount	N/A	N/A
Gravely	25.00% Discount (3)	N/A	N/A	N/A
Manatee Pressure Washer	25.00% Markup	N/A	N/A	25.00% Markup
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	PARTS			
	13. Scag	14. Stihl	15. Toro	16. Woods
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	N/A	26.00% Discount See Note (2)	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	10.00% Discount	10.00% Discount	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	0.00%	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	17. Husqvarna	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
Custom Carts of Sarasota	N/A	10.00% Discount	10.00% Discount	0.00% Discount
Everglades Equipment Group	N/A	15.00% Discount	5.00% Discount	N/A
Gravely	N/A	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)
Manatee Pressure Washer	N/A	25.00% Markup	25.00% Markup	N/A
Mowers Inc	10.00% Discount	10.00% Discount	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	21. Labor - Repair/Service
	Per Hour
Custom Carts of Sarasota	$125.00
Everglades Equipment Group	$100.00 $110.0 Field
Gravely	$89.00
Manatee Pressure Washer	$125.00
Mowers Inc	$100.00
North River Small Engine	$100.00
Ring Power Corporation	See Note 1 See Notes: (1) (a)
Wesco Turf	$145.00

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

NOTES:

1. Outside Purchases: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.

Overtime Labor Rates - Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When holiday labor rates apply.

Holiday/Sunday Labor Rates: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice the regular time rate.

Misc. Supplies/Enviro: Materials that are used on the job or become part of the job that are company supplied (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed $300.00.

Heavy Equipment and Cat Rental Store:

Description:	2023 Reg Rates:	2023 OT Rates:
Shop Serviceman Rate - Excl: Machine Shop & MCRC	$143.00	$189.50
Hydraulic Shop (Tampa)	$154.00	$202.00
Field Serviceman Rate	$161.00	$210.00
Field Travel	$161.00	$210.00
Product Link Labor and Travel - Ranger Vehicles	$96.00	$143.50
Paint or Prime Machine (no paint furnished)	$124.00	$171.00
Sandblasting (sand furnished)	$126.00	$173.20
Welding and/or Cutting (supplies furnished)	$146.00	$193.70
Machine Shop (base rate)	$154.00	$200.90
Horizontal Mill Labor - Machine Shop	$243.00	$290.10
A.C.T. Labor (resurfacing cylinder rods)	$158.00	$205.00
A/C Repairs	$154.00	$200.90
Steam Cleaning (supplies furnished)	$111.00	$157.85
Radiator Repair Labor	$142.00	$189.60
Inspect, Test, & Adjust (Charges, no supplies)	$146.00	$193.70
MCRC (Major Component Rebuild Center)	$146.00	$193.70
Dynamometer Testing of Engines (not including fuel)	$146.00	$193.70
Field Serviceman's Travel Rates (per mile)	$4.50	

2. Parts and Accessories 26%
   Oil 20%
   Saw Chain 31%
   Stihl Units 21%

3. Store List Less Discount

(a) Non-responsive

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.

EXHIBIT C

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
not applicable - not coming on school campus		

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. 24-0089-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Gravely (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:

Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from March 1, 2024 through December 31, 2026. 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)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 Statues.

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: N/A _____

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:	Gravely of Bradenton, Attn. Accounting, 5732 15th St. E, Bradenton, FL 34203
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.	
Gravely of Bradenton CONTRACTOR/COMPANY NAME	5732 15th St. E, Bradenton, FL 34203 ADDRESS
PHONE 941-755-1565	EMAIL gravelybton@verizon.net
TYPE OR PRINT NAME Bret Foote	TITLE Sales Manager
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:

	01/31/24		
Contractor CFO - Gravely of Bradenton	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
Pamela D'Agostino	2/8/2024		
General Counsel Approved as to Form and Legal Content	Date	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: October 19, 2023**	
TITLE: Outdoor Equipment Repair Parts and Service	**NUMBER:** **24-0089-KD**	**SUBMITTAL DEADLINE:** **November 9, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 27, 2023		
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 School District of Manatee County operates a wide variety of outdoor power equipment essential to day to day operations. The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide routine maintenance, parts, and services. Routine maintenance is currently performed by the District, however service may be requested from awarded contractor(s).

The District intends to award this solicitation to all responsive and responsible bidders. 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 services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

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 three (3) year(s) 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 **January 1, 2024 through December 31, 2026**.
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 is 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

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC. All parts shall meet and/or exceed OEM (Original Equipment Manufacturer) specifications.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 25% percent mark-up. A mark-up on sales tax will not be allowed. Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost, and percent mark-up or discount cost. A copy of the supply house invoice may be requested from SDMC to verify the mark-up or discount.

Contractor is expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to SDMC.

SDMC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SDMC a mark-up fee for material furnished by SDMC.

Restocking:
SDMC will not pay a restocking charge for items returned in new, unused condition within sixty (60) days after time of delivery.

Return Policy:
Unused, new, and/or discontinued parts shall be returned for full credit up to sixty (60) days after original purchase date.

Experience:
Contractor must have performed work for motor repair and replacement services as specified herein, within the most recent two (2) year period. The Contractor's representative shall be experienced in all facets of motor repair service.

Equipment:
Contractor will provide parts for the following equipment, but not limited to: Blowers, chainsaws, golf carts, edgers, field stripers, mowers, pressure washers (hot and cold), prune saws/hedge trimmers, tractors/implements/utility vehicles, and weed eaters.

Manufacturers:
Equipment operated by SDMC consists of, but not limited to: Briggs and Stratton, Bush Hog, John Deere, Case, Caterpillar, Club Car, Echo, EZ Go, Honda, John Deere, Kubota, Pioneer, Scag, Stihl, Toro, Husqvarna, and Woods.

Rental Equipment:
The District may request rental equipment at an hourly, daily, or weekly rate. Rental equipment cost may be negotiated at the time of rental.

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 _____

ITEM	MANUFACTURER	MARK-UP	OR	DISCOUNT
	Parts			
1	Briggs and Stratton	%		%
2	Bush Hog	%		%
3	Caterpillar	%		%
4	Club Car	%		%
5	Echo	%		%
6	Ex-Mark	%		%
7	EZ Go	%		%
8	Case	%		%
9	Honda	%		%
10	John Deere	%		%
11	Kubota	%		%
12	Pioneer	%		%
13	Scag	%		%
14	Stihl	%		%
15	Toro	%		%
16	Woods	%		%
17	Husqvarna	%		%
18	After Market Accessories	%		%
19	Manufacturers not Listed	%		%
20	Rental of Equipment	%		%
21	Labor – Repair/Service	$		Per Hour

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:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

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) is 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 in 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

October 19, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 27, 2023	Questions/Clarifications due
October 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 9, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 13, 2023	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 November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	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 #: 24-0088-KD Title: Lighting Supplies

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.

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 our 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 if 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: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC NO 24-0089-KD

CONTRACT PERIOD: MARCH 1, 2024 THROUGH DECEMBER 31, 2026

FOR BOARD APPROVAL ON FEBRUARY 27, 2024

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	1. Briggs and Stratton	2. Bush Hog	3. Caterpillar	4. Club Car
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	10.00% Discount
Everglades Equipment Group	N/A	5.00% Discount	N/A	N/A
Gravely	N/A	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	0.00% See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	0.00%

BIDDERS	PARTS			
	5. Echo	6. Ex-Mark	7. EZ Go	8. Case
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	10.00% Discount	N/A
Everglades Equipment Group	N/A	N/A	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	9. Honda	10. John Deere	11. Kubota	12. Pioneer
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	10.00% Discount	10.00% Discount	N/A	N/A
Gravely	25.00% Discount (3)	N/A	N/A	N/A
Manatee Pressure Washer	25.00% Markup	N/A	N/A	25.00% Markup
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	PARTS			
	13. Scag	14. Stihl	15. Toro	16. Woods
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	N/A	26.00% Discount See Note (2)	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	10.00% Discount	10.00% Discount	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	0.00%	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	17. Husqvarna	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
Custom Carts of Sarasota	N/A	10.00% Discount	10.00% Discount	0.00% Discount
Everglades Equipment Group	N/A	15.00% Discount	5.00% Discount	N/A
Gravely	N/A	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)
Manatee Pressure Washer	N/A	25.00% Markup	25.00% Markup	N/A
Mowers Inc	10.00% Discount	10.00% Discount	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	21. Labor - Repair/Service
	Per Hour
Custom Carts of Sarasota	$125.00
Everglades Equipment Group	$100.00 $110.0 Field
Gravely	$89.00
Manatee Pressure Washer	$125.00
Mowers Inc	$100.00
North River Small Engine	$100.00
Ring Power Corporation	See Note 1 See Notes: (1) (a)
Wesco Turf	$145.00

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

NOTES:

1. Outside Purchases: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.

Overtime Labor Rates - Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When holiday labor rates apply.

Holiday/Sunday Labor Rates: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice the regular time rate.

Misc. Supplies/Enviro: Materials that are used on the job or become part of the job that are company supplied (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed $300.00.

Heavy Equipment and Cat Rental Store:

Description:	2023 Reg Rates:	2023 OT Rates:
Shop Serviceman Rate - Excl: Machine Shop & MCRC	$143.00	$189.50
Hydraulic Shop (Tampa)	$154.00	$202.00
Field Serviceman Rate	$161.00	$210.00
Field Travel	$161.00	$210.00
Product Link Labor and Travel - Ranger Vehicles	$96.00	$143.50
Paint or Prime Machine (no paint furnished)	$124.00	$171.00
Sandblasting (sand furnished)	$126.00	$173.20
Welding and/or Cutting (supplies furnished)	$146.00	$193.70
Machine Shop (base rate)	$154.00	$200.90
Horizontal Mill Labor - Machine Shop	$243.00	$290.10
A.C.T. Labor (resurfacing cylinder rods)	$158.00	$205.00
A/C Repairs	$154.00	$200.90
Steam Cleaning (supplies furnished)	$111.00	$157.85
Radiator Repair Labor	$142.00	$189.60
Inspect, Test, & Adjust (Charges, no supplies)	$146.00	$193.70
MCRC (Major Component Rebuild Center)	$146.00	$193.70
Dynamometer Testing of Engines (not including fuel)	$146.00	$193.70
Field Serviceman's Travel Rates (per mile)	$4.50	

2. Parts and Accessories 26%
   Oil 20%
   Saw Chain 31%
   Stihl Units 21%

3. Store List Less Discount

(a) Non-responsive

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.

EXHIBIT C

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
~~not applicable - not coming on a school campus~~		

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. 24-0089-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Manatee Pressure Washer (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:

Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from March 1, 2024 through December 31, 2026. 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)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 Statues.

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: n/a

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:	Manatee Pressure Wash, 1860 Whitfield Av., Sarasota, FL 34243
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.	
Manatee Pressure Washer Supply and Repair CONTRACTOR/COMPANY NAME	1860 Whitfield Ave Sarasota, Fl. 34243 ADDRESS
PHONE 941-216-3710	EMAIL bill@mpwsr.com
TYPE OR PRINT NAME William E Stockton	TITLE CSO
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 william stockton	Date 01/29/24	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
Pamela D'Agostino	2/8/2024		
General Counsel Approved as to Form and Legal Content	Date	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: October 19, 2023**	
TITLE: Outdoor Equipment Repair Parts and Service	**NUMBER:** **24-0089-KD**	**SUBMITTAL DEADLINE:** **November 9, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 27, 2023		
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 School District of Manatee County operates a wide variety of outdoor power equipment essential to day to day operations. The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide routine maintenance, parts, and services. Routine maintenance is currently performed by the District, however service may be requested from awarded contractor(s).

The District intends to award this solicitation to all responsive and responsible bidders. 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 services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

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 three (3) year(s) 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 **January 1, 2024 through December 31, 2026.**
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 is 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

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC. All parts shall meet and/or exceed OEM (Original Equipment Manufacturer) specifications.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 25% percent mark-up. A mark-up on sales tax will not be allowed. Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost, and percent mark-up or discount cost. A copy of the supply house invoice may be requested from SDMC to verify the mark-up or discount.

Contractor is expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to SDMC.

SDMC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SDMC a mark-up fee for material furnished by SDMC.

Restocking:
SDMC will not pay a restocking charge for items returned in new, unused condition within sixty (60) days after time of delivery.

Return Policy:
Unused, new, and/or discontinued parts shall be returned for full credit up to sixty (60) days after original purchase date.

Experience:
Contractor must have performed work for motor repair and replacement services as specified herein, within the most recent two (2) year period. The Contractor's representative shall be experienced in all facets of motor repair service.

Equipment:
Contractor will provide parts for the following equipment, but not limited to: Blowers, chainsaws, golf carts, edgers, field stripers, mowers, pressure washers (hot and cold), prune saws/hedge trimmers, tractors/implements/utility vehicles, and weed eaters.

Manufacturers:
Equipment operated by SDMC consists of, but not limited to: Briggs and Stratton, Bush Hog, John Deere, Case, Caterpillar, Club Car, Echo, EZ Go, Honda, John Deere, Kubota, Pioneer, Scag, Stihl, Toro, Husqvarna, and Woods.

Rental Equipment:
The District may request rental equipment at an hourly, daily, or weekly rate. Rental equipment cost may be negotiated at the time of rental.

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 _____

ITEM	MANUFACTURER	MARK-UP	OR	DISCOUNT
	Parts			
1	Briggs and Stratton	%		%
2	Bush Hog	%		%
3	Caterpillar	%		%
4	Club Car	%		%
5	Echo	%		%
6	Ex-Mark	%		%
7	EZ Go	%		%
8	Case	%		%
9	Honda	%		%
10	John Deere	%		%
11	Kubota	%		%
12	Pioneer	%		%
13	Scag	%		%
14	Stihl	%		%
15	Toro	%		%
16	Woods	%		%
17	Husqvarna	%		%
18	After Market Accessories	%		%
19	Manufacturers not Listed	%		%
20	Rental of Equipment	%		%
21	Labor – Repair/Service			$ Per Hour

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:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

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) is 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 in 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

October 19, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 27, 2023	Questions/Clarifications due
October 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 9, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 13, 2023	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 November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	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 #: 24-0088-KD Title: Lighting Supplies

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 of any 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 a target 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.

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 our 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 if 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: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC NO 24-0089-KD

CONTRACT PERIOD: MARCH 1, 2024 THROUGH DECEMBER 31, 2026

FOR BOARD APPROVAL ON FEBRUARY 27, 2024

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	1. Briggs and Stratton	2. Bush Hog	3. Caterpillar	4. Club Car
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	10.00% Discount
Everglades Equipment Group	N/A	5.00% Discount	N/A	N/A
Gravely	N/A	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	0.00% See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	0.00%

BIDDERS	PARTS			
	5. Echo	6. Ex-Mark	7. EZ Go	8. Case
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	10.00% Discount	N/A
Everglades Equipment Group	N/A	N/A	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	9. Honda	10. John Deere	11. Kubota	12. Pioneer
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	10.00% Discount	10.00% Discount	N/A	N/A
Gravely	25.00% Discount (3)	N/A	N/A	N/A
Manatee Pressure Washer	25.00% Markup	N/A	N/A	25.00% Markup
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	PARTS			
	13. Scag	14. Stihl	15. Toro	16. Woods
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	N/A	26.00% Discount See Note (2)	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	10.00% Discount	10.00% Discount	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	0.00%	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	17. Husqvarna	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
Custom Carts of Sarasota	N/A	10.00% Discount	10.00% Discount	0.00% Discount
Everglades Equipment Group	N/A	15.00% Discount	5.00% Discount	N/A
Gravely	N/A	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)
Manatee Pressure Washer	N/A	25.00% Markup	25.00% Markup	N/A
Mowers Inc	10.00% Discount	10.00% Discount	N/A	N/A
North River Smal Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	21. Labor - Repair/Service
	Per Hour
Custom Carts of Sarasota	$125.00
Everglades Equipment Group	$100.00 $110.0 Field
Gravely	$89.00
Manatee Pressure Washer	$125.00
Mowers Inc	$100.00
North River Smal Engine	$100.00
Ring Power Corporation	See Note 1 See Notes: (1) (a)
Wesco Turf	$145.00

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

NOTES:

1. Outside Purchases: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.

Overtime Labor Rates - Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When holiday labor rates apply.

Holiday/Sunday Labor Rates: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice the regular time rate.

Misc. Supplies/Enviro: Materials that are used on the job or become part of the job that are company supplied (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed $300.00.

Heavy Equipment and Cat Rental Store:

Description:	2023 Reg Rates:	2023 OT Rates:
Shop Serviceman Rate - Excl: Machine Shop & MCRC	$143.00	$189.50
Hydraulic Shop (Tampa)	$154.00	$202.00
Field Serviceman Rate	$161.00	$210.00
Field Travel	$161.00	$210.00
Product Link Labor and Travel - Ranger Vehicles	$96.00	$143.50
Paint or Prime Machine (no paint furnished)	$124.00	$171.00
Sandblasting (sand furnished)	$126.00	$173.20
Welding and/or Cutting (supplies furnished)	$146.00	$193.70
Machine Shop (base rate)	$154.00	$200.90
Horizontal Mill Labor - Machine Shop	$243.00	$290.10
A.C.T. Labor (resurfacing cylinder rods)	$158.00	$205.00
A/C Repairs	$154.00	$200.90
Steam Cleaning (supplies furnished)	$111.00	$157.85
Radiator Repair Labor	$142.00	$189.60
Inspect, Test, & Adjust (Charges, no supplies)	$146.00	$193.70
MCRC (Major Component Rebuild Center)	$146.00	$193.70
Dynamometer Testing of Engines (not including fuel)	$146.00	$193.70
Field Serviceman's Travel Rates (per mile)	$4.50	

2. Parts and Accessories 26%
   Oil 20%
   Saw Chain 31%
   Stihl Units 21%

3. Store List Less Discount

(a) Non-responsive

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.

EXHIBIT C

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
NOT APPLICABLE		

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. 24-0089-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Mowers Inc. (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:

Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from March 1, 2024 through December 31, 2026. 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)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 Statues.

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: N/A_____

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:	Mowers Inc Bradenton, Attn: Ray Harney, 3015 1st St E, Bradenton, FL 34208
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.	
Mowers Inc Bradenton CONTRACTOR/COMPANY NAME	3015 1st St E Bradenton FL, 34208 ADDRESS
PHONE 941-735-8370	EMAIL sales@mowersincbradenton.com
TYPE OR PRINT NAME Raymond Harney	TITLE General Manager
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:

Raymond Harney Digitally signed by Raymond Harney Date: 2024.01.26 14:11:03 -05'00'	1/26/2024		
Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
Pamela D'Agostino	2/8/2024		
General Counsel Approved as to Form and Legal Content	Date	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: October 19, 2023**	
TITLE: Outdoor Equipment Repair Parts and Service	**NUMBER:** **24-0089-KD**	**SUBMITTAL DEADLINE:** **November 9, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 27, 2023		
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 School District of Manatee County operates a wide variety of outdoor power equipment essential to day to day operations. The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide routine maintenance, parts, and services. Routine maintenance is currently performed by the District, however service may be requested from awarded contractor(s).

The District intends to award this solicitation to all responsive and responsible bidders. 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 services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

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 three (3) year(s) 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 **January 1, 2024 through December 31, 2026**.
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 is 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

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC. All parts shall meet and/or exceed OEM (Original Equipment Manufacturer) specifications.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 25% percent mark-up. A mark-up on sales tax will not be allowed. Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost, and percent mark-up or discount cost. A copy of the supply house invoice may be requested from SDMC to verify the mark-up or discount.

Contractor is expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to SDMC.

SDMC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SDMC a mark-up fee for material furnished by SDMC.

Restocking:
SDMC will not pay a restocking charge for items returned in new, unused condition within sixty (60) days after time of delivery.

Return Policy:
Unused, new, and/or discontinued parts shall be returned for full credit up to sixty (60) days after original purchase date.

Experience:
Contractor must have performed work for motor repair and replacement services as specified herein, within the most recent two (2) year period. The Contractor's representative shall be experienced in all facets of motor repair service.

Equipment:
Contractor will provide parts for the following equipment, but not limited to: Blowers, chainsaws, golf carts, edgers, field stripers, mowers, pressure washers (hot and cold), prune saws/hedge trimmers, tractors/implements/utility vehicles, and weed eaters.

Manufacturers:
Equipment operated by SDMC consists of, but not limited to: Briggs and Stratton, Bush Hog, John Deere, Case, Caterpillar, Club Car, Echo, EZ Go, Honda, John Deere, Kubota, Pioneer, Scag, Stihl, Toro, Husqvarna, and Woods.

Rental Equipment:
The District may request rental equipment at an hourly, daily, or weekly rate. Rental equipment cost may be negotiated at the time of rental.

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 _____

ITEM	MANUFACTURER	MARK-UP	OR	DISCOUNT
	Parts			
1	Briggs and Stratton	%		%
2	Bush Hog	%		%
3	Caterpillar	%		%
4	Club Car	%		%
5	Echo	%		%
6	Ex-Mark	%		%
7	EZ Go	%		%
8	Case	%		%
9	Honda	%		%
10	John Deere	%		%
11	Kubota	%		%
12	Pioneer	%		%
13	Scag	%		%
14	Stihl	%		%
15	Toro	%		%
16	Woods	%		%
17	Husqvarna	%		%
18	After Market Accessories	%		%
19	Manufacturers not Listed	%		%
20	Rental of Equipment	%		%
21	Labor – Repair/Service	$ Per Hour		

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:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

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) is 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 in 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

October 19, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 27, 2023	Questions/Clarifications due
October 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 9, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 13, 2023	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 November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	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 #: 24-0088-KD Title: Lighting Supplies

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.

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 our 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 if 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: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC NO 24-0089-KD

CONTRACT PERIOD: MARCH 1, 2024 THROUGH DECEMBER 31, 2026

FOR BOARD APPROVAL ON FEBRUARY 27, 2024

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	1. Briggs and Stratton	2. Bush Hog	3. Caterpillar	4. Club Car
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	10.00% Discount
Everglades Equipment Group	N/A	5.00% Discount	N/A	N/A
Gravely	N/A	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	0.00% See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	0.00%

BIDDERS	PARTS			
	5. Echo	6. Ex-Mark	7. EZ Go	8. Case
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	10.00% Discount	N/A
Everglades Equipment Group	N/A	N/A	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	9. Honda	10. John Deere	11. Kubota	12. Pioneer
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	10.00% Discount	10.00% Discount	N/A	N/A
Gravely	25.00% Discount (3)	N/A	N/A	N/A
Manatee Pressure Washer	25.00% Markup	N/A	N/A	25.00% Markup
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	PARTS			
	13. Scag	14. Stihl	15. Toro	16. Woods
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	N/A	26.00% Discount See Note (2)	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	10.00% Discount	10.00% Discount	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	0.00%	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	17. Husqvarna	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
Custom Carts of Sarasota	N/A	10.00% Discount	10.00% Discount	0.00% Discount
Everglades Equipment Group	N/A	15.00% Discount	5.00% Discount	N/A
Gravely	N/A	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)
Manatee Pressure Washer	N/A	25.00% Markup	25.00% Markup	N/A
Mowers Inc	10.00% Discount	10.00% Discount	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	21. Labor - Repair/Service
	Per Hour
Custom Carts of Sarasota	$125.00
Everglades Equipment Group	$100.00 $110.0 Field
Gravely	$89.00
Manatee Pressure Washer	$125.00
Mowers Inc	$100.00
North River Small Engine	$100.00
Ring Power Corporation	See Note 1 See Notes: (1) (a)
Wesco Turf	$145.00

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

NOTES:

1. Outside Purchases: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.

Overtime Labor Rates - Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When holiday labor rates apply.

Holiday/Sunday Labor Rates: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice the regular time rate.

Misc. Supplies/Enviro: Materials that are used on the job or become part of the job that are company supplied (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed $300.00.

Heavy Equipment and Cat Rental Store:

Description:	2023 Reg Rates:	2023 OT Rates:
Shop Serviceman Rate - Excl: Machine Shop & MCRC	$143.00	$189.50
Hydraulic Shop (Tampa)	$154.00	$202.00
Field Serviceman Rate	$161.00	$210.00
Field Travel	$161.00	$210.00
Product Link Labor and Travel - Ranger Vehicles	$96.00	$143.50
Paint or Prime Machine (no paint furnished)	$124.00	$171.00
Sandblasting (sand furnished)	$126.00	$173.20
Welding and/or Cutting (supplies furnished)	$146.00	$193.70
Machine Shop (base rate)	$154.00	$200.90
Horizontal Mill Labor - Machine Shop	$243.00	$290.10
A.C.T. Labor (resurfacing cylinder rods)	$158.00	$205.00
A/C Repairs	$154.00	$200.90
Steam Cleaning (supplies furnished)	$111.00	$157.85
Radiator Repair Labor	$142.00	$189.60
Inspect, Test, & Adjust (Charges, no supplies)	$146.00	$193.70
MCRC (Major Component Rebuild Center)	$146.00	$193.70
Dynamometer Testing of Engines (not including fuel)	$146.00	$193.70
Field Serviceman's Travel Rates (per mile)	$4.50	

2. Parts and Accessories 26%
   Oil 20%
   Saw Chain 31%
   Stihl Units 21%

3. Store List Less Discount

(a) Non-responsive

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.

EXHIBIT C

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
NOT COMING ON SCHOOL CAMPUS		

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. 24-0089-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and Wesco Turf (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:

Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from March 1, 2024 through December 31, 2026. 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)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 Statues.

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: 996930

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:	Wesco Turf, Inc. Attn: Gary Ribble 2101 Cantu Court, Sarasota, Fl 34232
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.	
Wesco Turf, Inc. CONTRACTOR/COMPANY NAME	2101 Cantu Court Sarasota, Florida 34232 ADDRESS
PHONE 9414876879	EMAIL Gary.Ribble@wescoturf.com
TYPE OR PRINT NAME Gary Ribble	TITLE Director of Commercial Services
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:

Brianne Hayes Digitally signed by Brianne Hayes Date: 2024.01.31 11:07:19 -05'00'	01/30/202		
Contractor	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
Pamela D'Agostino	2/8/2024		
General Counsel Approved as to Form and Legal Content	Date	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: October 19, 2023**	
TITLE: Outdoor Equipment Repair Parts and Service	**NUMBER:** **24-0089-KD**	**SUBMITTAL DEADLINE:** **November 9, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 27, 2023		
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 School District of Manatee County operates a wide variety of outdoor power equipment essential to day to day operations. The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide routine maintenance, parts, and services. Routine maintenance is currently performed by the District, however service may be requested from awarded contractor(s).

The District intends to award this solicitation to all responsive and responsible bidders. 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 services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

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 three (3) year(s) 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 **January 1, 2024 through December 31, 2026**.
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 is 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

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC. All parts shall meet and/or exceed OEM (Original Equipment Manufacturer) specifications.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 25% percent mark-up. A mark-up on sales tax will not be allowed. Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost, and percent mark-up or discount cost. A copy of the supply house invoice may be requested from SDMC to verify the mark-up or discount.

Contractor is expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to SDMC.

SDMC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SDMC a mark-up fee for material furnished by SDMC.

Restocking:
SDMC will not pay a restocking charge for items returned in new, unused condition within sixty (60) days after time of delivery.

Return Policy:
Unused, new, and/or discontinued parts shall be returned for full credit up to sixty (60) days after original purchase date.

Experience:
Contractor must have performed work for motor repair and replacement services as specified herein, within the most recent two (2) year period. The Contractor's representative shall be experienced in all facets of motor repair service.

Equipment:
Contractor will provide parts for the following equipment, but not limited to: Blowers, chainsaws, golf carts, edgers, field stripers, mowers, pressure washers (hot and cold), prune saws/hedge trimmers, tractors/implements/utility vehicles, and weed eaters.

Manufacturers:
Equipment operated by SDMC consists of, but not limited to: Briggs and Stratton, Bush Hog, John Deere, Case, Caterpillar, Club Car, Echo, EZ Go, Honda, John Deere, Kubota, Pioneer, Scag, Stihl, Toro, Husqvarna, and Woods.

Rental Equipment:
The District may request rental equipment at an hourly, daily, or weekly rate. Rental equipment cost may be negotiated at the time of rental.

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 _____

ITEM	MANUFACTURER	MARK-UP	OR	DISCOUNT
	Parts			
1	Briggs and Stratton	%		%
2	Bush Hog	%		%
3	Caterpillar	%		%
4	Club Car	%		%
5	Echo	%		%
6	Ex-Mark	%		%
7	EZ Go	%		%
8	Case	%		%
9	Honda	%		%
10	John Deere	%		%
11	Kubota	%		%
12	Pioneer	%		%
13	Scag	%		%
14	Stihl	%		%
15	Toro	%		%
16	Woods	%		%
17	Husqvarna	%		%
18	After Market Accessories	%		%
19	Manufacturers not Listed	%		%
20	Rental of Equipment	%		%
21	Labor – Repair/Service	$ Per Hour		

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:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

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) is 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 in 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

October 19, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 27, 2023	Questions/Clarifications due
October 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 9, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 13, 2023	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 November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	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 #: 24-0088-KD Title: Lighting Supplies

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 in force: _____

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 of any 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 a target 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.

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 our 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 if 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: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC NO 24-0089-KD

CONTRACT PERIOD: MARCH 1, 2024 THROUGH DECEMBER 31, 2026

FOR BOARD APPROVAL ON FEBRUARY 27, 2024

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	1. Briggs and Stratton	2. Bush Hog	3. Caterpillar	4. Club Car
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	10.00% Discount
Everglades Equipment Group	N/A	5.00% Discount	N/A	N/A
Gravely	N/A	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	0.00% See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	0.00%

BIDDERS	PARTS			
	5. Echo	6. Ex-Mark	7. EZ Go	8. Case
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	10.00% Discount	N/A
Everglades Equipment Group	N/A	N/A	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	9. Honda	10. John Deere	11. Kubota	12. Pioneer
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	10.00% Discount	10.00% Discount	N/A	N/A
Gravely	25.00% Discount (3)	N/A	N/A	N/A
Manatee Pressure Washer	25.00% Markup	N/A	N/A	25.00% Markup
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	PARTS			
	13. Scag	14. Stihl	15. Toro	16. Woods
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	N/A	26.00% Discount See Note (2)	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	10.00% Discount	10.00% Discount	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	0.00%	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	17. Husqvarna	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
Custom Carts of Sarasota	N/A	10.00% Discount	10.00% Discount	0.00% Discount
Everglades Equipment Group	N/A	15.00% Discount	5.00% Discount	N/A
Gravely	N/A	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)
Manatee Pressure Washer	N/A	25.00% Markup	25.00% Markup	N/A
Mowers Inc	10.00% Discount	10.00% Discount	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	21. Labor - Repair/Service
	Per Hour
Custom Carts of Sarasota	$125.00
Everglades Equipment Group	$100.00 $110.0 Field
Gravely	$89.00
Manatee Pressure Washer	$125.00
Mowers Inc	$100.00
North River Small Engine	$100.00
Ring Power Corporation	See Note 1 See Notes: (1) (a)
Wesco Turf	$145.00

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

NOTES:

1. Outside Purchases: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.

Overtime Labor Rates - Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When holiday labor rates apply.

Holiday/Sunday Labor Rates: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice the regular time rate.

Misc. Supplies/Enviro: Materials that are used on the job or become part of the job that are company supplied (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed $300.00.

Heavy Equipment and Cat Rental Store:

Description:	2023 Reg Rates:	2023 OT Rates:
Shop Serviceman Rate - Excl: Machine Shop & MCRC	$143.00	$189.50
Hydraulic Shop (Tampa)	$154.00	$202.00
Field Serviceman Rate	$161.00	$210.00
Field Travel	$161.00	$210.00
Product Link Labor and Travel - Ranger Vehicles	$96.00	$143.50
Paint or Prime Machine (no paint furnished)	$124.00	$171.00
Sandblasting (sand furnished)	$126.00	$173.20
Welding and/or Cutting (supplies furnished)	$146.00	$193.70
Machine Shop (base rate)	$154.00	$200.90
Horizontal Mill Labor - Machine Shop	$243.00	$290.10
A.C.T. Labor (resurfacing cylinder rods)	$158.00	$205.00
A/C Repairs	$154.00	$200.90
Steam Cleaning (supplies furnished)	$111.00	$157.85
Radiator Repair Labor	$142.00	$189.60
Inspect, Test, & Adjust (Charges, no supplies)	$146.00	$193.70
MCRC (Major Component Rebuild Center)	$146.00	$193.70
Dynamometer Testing of Engines (not including fuel)	$146.00	$193.70
Field Serviceman's Travel Rates (per mile)	$4.50	

2. Parts and Accessories 26%
   Oil 20%
   Saw Chain 31%
   Stihl Units 21%

3. Store List Less Discount

(a) Non-responsive

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.

EXHIBIT C

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
NOT APPLICABLE		

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. 24-0089-KD

THIS AGREEMENT is entered into by and between The School District of Manatee County, Florida, hereinafter "District" and North River Small Engine (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:

Outdoor Equipment Repair Parts and Service, SDMC No. 24-0089-KD

2. **TERM AND RENEWAL**

2.1 **Term:** The term of this Agreement shall be from March 1, 2024 through December 31, 2026. 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)
3.4 Exhibit D, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

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 Statues.

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: 1656372

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:	neil.nrse@gmail.com NORTH RIVER SMALL ENGINE, 12348 US 301, PARRISH, FL 34219
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 North River Small Engine, LLC	ADDRESS 12348 US 301 Highway North Parrish, FL 34219
PHONE 941-405-7459	EMAIL neil.nrse@gmail.com
TYPE OR PRINT NAME Neil R. Walker	TITLE Owner - CEO
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:

Neil R. Walker - CEO	01-30-24		
Contractor North River Small Engine, LLC	Date	Deputy Superintendent (up to $24.999.99)	Date
School Principal	Date	Superintendent (no greater than $49,999.99)	Date
Pamela D'Agostino	2/8/2024		
General Counsel Approved as to Form and Legal Content	Date	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: October 19, 2023**	
TITLE: Outdoor Equipment Repair Parts and Service	**NUMBER:** **24-0089-KD**	**SUBMITTAL DEADLINE:** **November 9, 2023 @ 3:00 p.m.**
PRE-PROPOSAL CONFERENCE: N/A		*SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED*
REQUEST FOR INFORMATION DEADLINE: October 27, 2023		
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 School District of Manatee County operates a wide variety of outdoor power equipment essential to day to day operations. The purpose of this solicitation is to establish a pre-qualified list of suppliers to provide routine maintenance, parts, and services. Routine maintenance is currently performed by the District, however service may be requested from awarded contractor(s).

The District intends to award this solicitation to all responsive and responsible bidders. 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 services that best meets its needs. This may include but is not limited to pricing, availability, etc.

Specifications and the quality standards of service set forth in this bid.

Contract Value: No guarantee is given or implied as to the total dollar value of this bid.

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 three (3) year(s) 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 **January 1, 2024 through December 31, 2026**.
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 is 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

All parts and materials to be utilized shall conform to standards of the trade, manufacturers' recommendations, and be acceptable to the SDMC. All parts shall meet and/or exceed OEM (Original Equipment Manufacturer) specifications.

The cost of parts and materials shall be based on the Contractor's wholesale price from the supply house plus a maximum of a 25% percent mark-up. A mark-up on sales tax will not be allowed. Contractor's invoices shall clearly show the manufacturers' part number, description, supply house cost, and percent mark-up or discount cost. A copy of the supply house invoice may be requested from SDMC to verify the mark-up or discount.

Contractor is expected to negotiate and obtain the lowest prices possible when purchasing parts/materials for sale to SDMC.

SDMC reserves the right to buy and/or purchase any materials for the Contractor to use. The Contractor shall not charge the SDMC a mark-up fee for material furnished by SDMC.

Restocking:
SDMC will not pay a restocking charge for items returned in new, unused condition within sixty (60) days after time of delivery.

Return Policy:
Unused, new, and/or discontinued parts shall be returned for full credit up to sixty (60) days after original purchase date.

Experience:
Contractor must have performed work for motor repair and replacement services as specified herein, within the most recent two (2) year period. The Contractor's representative shall be experienced in all facets of motor repair service.

Equipment:
Contractor will provide parts for the following equipment, but not limited to: Blowers, chainsaws, golf carts, edgers, field stripers, mowers, pressure washers (hot and cold), prune saws/hedge trimmers, tractors/implements/utility vehicles, and weed eaters.

Manufacturers:
Equipment operated by SDMC consists of, but not limited to: Briggs and Stratton, Bush Hog, John Deere, Case, Caterpillar, Club Car, Echo, EZ Go, Honda, John Deere, Kubota, Pioneer, Scag, Stihl, Toro, Husqvarna, and Woods.

Rental Equipment:
The District may request rental equipment at an hourly, daily, or weekly rate. Rental equipment cost may be negotiated at the time of rental.

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 _____

ITEM	MANUFACTURER	MARK-UP	OR	DISCOUNT
	Parts			
1	Briggs and Stratton	%		%
2	Bush Hog	%		%
3	Caterpillar	%		%
4	Club Car	%		%
5	Echo	%		%
6	Ex-Mark	%		%
7	EZ Go	%		%
8	Case	%		%
9	Honda	%		%
10	John Deere	%		%
11	Kubota	%		%
12	Pioneer	%		%
13	Scag	%		%
14	Stihl	%		%
15	Toro	%		%
16	Woods	%		%
17	Husqvarna	%		%
18	After Market Accessories	%		%
19	Manufacturers not Listed	%		%
20	Rental of Equipment	%		%
21	Labor – Repair/Service	$ Per Hour		

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:

_____

_____

CONTRACTORS RESPONSIBILITIES

The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.

Contractor shall be responsible for correction and/or replacement according to local codes and School District's satisfaction of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.

Contractor shall be responsible to safeguard all of their tools, equipment, signs, barricades, etc. while operating on any School District properties. The School District of Manatee County assumes no responsibility for any act of theft or vandalism which may occur while contractor's equipment is located on any School District site.

Contractor shall not inhibit access to school sites during pursuit of any work specified herein.

Contractor shall leave all work sites in a neat and orderly fashion at the end of each workday.

The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, scrap materials, and debris as a result of their operations so that work sites present a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery and surplus materials from the work site and shall leave project in ready to use condition.

Contractor or a representative, daily while working on School Sites shall sign in at the school's Main Office prior to commencing any work and shall sign out at the school's Main Office prior to leaving campus unless prior written exception has been obtained.

Contractor shall remedy any and all damages to property by acts of omission, or vandalism which occur as a result of their work.

Contractor shall provide due care at all times while performing any task at any School District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous conditions for pedestrians, property and vehicles.

The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ any unfit person or anyone not skilled in the task assigned to them.

The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures for coordinating all portions of the work under this contract.

The contractor shall be responsible to the School District of Manatee County for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor

The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the School District Project Manager at once.

The contractor shall not be held liable neither for delays caused by the district nor those caused by the scheduling of inspections.

The contractor shall be responsible for the appearance of all working personnel assigned to the project at all times and their compliance with School District Policies and Rules stated in the Instructions to Bidders.

The contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.

Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.

The contractor's invoice must be itemized indicating cost or list price and percentage mark up or discount as specified herein, labor, freight, etc. to provide a complete accounting of items purchased and services performed. Failure to do so may result in delayed payments.

The contractor shall not proceed with any project until a written purchase order has been received from the School District of Manatee County.

The contractor shall obtain prior approval on all costs before any additional work is performed beyond the scope of the original project.

The contractor shall provide a construction work schedule and submit it to the School District Project Manager. The schedule shall include estimated commencement and completion dates as requested.

The contractor shall provide an emergency after-hour telephone number and contact person for emergencies which occur after hours and on weekends.

Should any employee in the performance of this contract encounter materials that they suspect are embedded with asbestos they should stop all work at the site and not disturb the area of suspicion, call their appropriate Supervisor and advise them of the discovery. The Supervisor shall contact the School District Project Manager immediately for review and analysis of the suspected materials.

The contractor shall promptly correct all work rejected by the owner as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work.

LOCATION:

School addresses can be located on the purchasing website:
www.manateeschools.net/cms/lib/FL02202357/Centricity/domain/1146/vendor%20information/School_Locator_Map.pdf

The District's current Design Guidelines may be found at:
https://www.manateeschools.net/cms/lib/FL02202357/Centricity/Domain/1140/SDMC_Planning_Manual.pdf

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) is 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 in 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

October 19, 2023	Bid notice e-mailed to prospective bidders via VendorLink & bidding documents posted on the VendorLink website.
October 27, 2023	Questions/Clarifications due
October 31, 2023	Addenda posted to the e-procurement service website (www.myvendorlink.com).
November 9, 2023	Proposals due @ 3:00 p.m. E.T. Bidder shall submit Bid Submittal electronically through VendorLink at www.myvendorlink.com/
*November 13, 2023	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 November 13, 2023	Notice of Intent to Award posted on the e-procurement service website (www.myvendorlink.com).
*December 12, 2023	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 #: 24-0088-KD Title: Lighting Supplies

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.

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 our 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 if 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: _____ DATE _____

FAX NUMBER: _____

*SIGNATURE: _____

NAME AND TITLE: (Typed) _____

EMAIL ADDRESS: _____

EXHIBIT B

NOTICE OF INTENT TO AWARD

BID ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC NO 24-0089-KD

CONTRACT PERIOD: MARCH 1, 2024 THROUGH DECEMBER 31, 2026

FOR BOARD APPROVAL ON FEBRUARY 27, 2024

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	1. Briggs and Stratton	2. Bush Hog	3. Caterpillar	4. Club Car
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	10.00% Discount
Everglades Equipment Group	N/A	5.00% Discount	N/A	N/A
Gravely	N/A	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	0.00% See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	0.00%

BIDDERS	PARTS			
	5. Echo	6. Ex-Mark	7. EZ Go	8. Case
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	10.00% Discount	N/A
Everglades Equipment Group	N/A	N/A	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	N/A	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	9. Honda	10. John Deere	11. Kubota	12. Pioneer
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	10.00% Discount	10.00% Discount	N/A	N/A
Gravely	25.00% Discount (3)	N/A	N/A	N/A
Manatee Pressure Washer	25.00% Markup	N/A	N/A	25.00% Markup
Mowers Inc	10.00% Discount	N/A	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	PARTS			
	13. Scag	14. Stihl	15. Toro	16. Woods
	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount	Percentage or Percentage Markup Discount
Custom Carts of Sarasota	N/A	N/A	N/A	N/A
Everglades Equipment Group	N/A	26.00% Discount See Note (2)	N/A	N/A
Gravely	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)	N/A
Manatee Pressure Washer	N/A	N/A	N/A	N/A
Mowers Inc	10.00% Discount	10.00% Discount	10.00% Discount	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	0.00%	N/A

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

BIDDERS	PARTS			
	17. Husqvarna	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
Custom Carts of Sarasota	N/A	10.00% Discount	10.00% Discount	0.00% Discount
Everglades Equipment Group	N/A	15.00% Discount	5.00% Discount	N/A
Gravely	N/A	25.00% Discount (3)	25.00% Discount (3)	25.00% Discount (3)
Manatee Pressure Washer	N/A	25.00% Markup	25.00% Markup	N/A
Mowers Inc	10.00% Discount	10.00% Discount	N/A	N/A
North River Small Engine	25.00% Markup	25.00% Markup	25.00% Markup	25.00% Markup
Ring Power Corporation	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)	N/A See Notes: (1) (a)
Wesco Turf	N/A	N/A	N/A	N/A

BIDDERS	21. Labor - Repair/Service
	Per Hour
Custom Carts of Sarasota	$125.00
Everglades Equipment Group	$100.00 $110.0 Field
Gravely	$89.00
Manatee Pressure Washer	$125.00
Mowers Inc	$100.00
North River Small Engine	$100.00
Ring Power Corporation	See Note 1 See Notes: (1) (a)
Wesco Turf	$145.00

TABULATION OF BIDS ON OUTDOOR EQUIPMENT REPAIR PARTS AND SERVICE, SDMC No. 24-0089-KD

Bids Due: 3:00 p.m., Thursday, November 9, 2023

NOTES:

1. Outside Purchases: A handling charge of 45% will be added to all purchases of material and/or labor obtained from outside sources.

Overtime Labor Rates - Applies before 7:30 a.m. and after 4:00 p.m. Monday through Friday, and all work performed Saturday. Exception: When holiday labor rates apply.

Holiday/Sunday Labor Rates: Applies to work performed on any day of the week that is observed as a holiday by the company and will be charged at twice the regular time rate.

Misc. Supplies/Enviro: Materials that are used on the job or become part of the job that are company supplied (i.e. Lock-tite, Never Seize compound, spray lubricants, starting fluids, sanding discs, grinding wheels, absorbents, spray on protective coating, disposable rags or cleaning cost of rental rags, waste stream, processing of regulated waste (oil, fuel, contaminated dirt). Charged as 7% of document total, not to exceed $300.00.

Heavy Equipment and Cat Rental Store:

Description:	2023 Reg Rates:	2023 OT Rates:
Shop Serviceman Rate - Excl: Machine Shop & MCRC	$143.00	$189.50
Hydraulic Shop (Tampa)	$154.00	$202.00
Field Serviceman Rate	$161.00	$210.00
Field Travel	$161.00	$210.00
Product Link Labor and Travel - Ranger Vehicles	$96.00	$143.50
Paint or Prime Machine (no paint furnished)	$124.00	$171.00
Sandblasting (sand furnished)	$126.00	$173.20
Welding and/or Cutting (supplies furnished)	$146.00	$193.70
Machine Shop (base rate)	$154.00	$200.90
Horizontal Mill Labor - Machine Shop	$243.00	$290.10
A.C.T. Labor (resurfacing cylinder rods)	$158.00	$205.00
A/C Repairs	$154.00	$200.90
Steam Cleaning (supplies furnished)	$111.00	$157.85
Radiator Repair Labor	$142.00	$189.60
Inspect, Test, & Adjust (Charges, no supplies)	$146.00	$193.70
MCRC (Major Component Rebuild Center)	$146.00	$193.70
Dynamometer Testing of Engines (not including fuel)	$146.00	$193.70
Field Serviceman's Travel Rates (per mile)	$4.50	

2. Parts and Accessories 26%
   Oil 20%
   Saw Chain 31%
   Stihl Units 21%

3. Store List Less Discount

(a) Non-responsive

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.

EXHIBIT C

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
NOT APPLICABLE		

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. 11.6

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Use of The Interlocal Purchasing Agreement (TIPS) #230807 Academic and Educational Goods and Services SDMC No. 24-0106-BS Estimated in the Amount of $75,000.00 Annually (Multiple Funding Sources)

Executive Summary
The School District is requesting the approval to use The Interlocal Purchasing System (TIPS) cooperative sponsored by lead agency Region 8 Education Service Center in Texas for use of the academic and educational goods and service contract #230807, which has been competitively procured and awarded. This bid will allow the District to purchase drones, coding robotic kits, academic materials, etc. at discounted cost with the award vendors.

The vendors have agreed to extend their pricing to the School District Manatee County under the same terms and conditions as the academic and educational goods and service contract #230807. Copies of the specifications are on file in the Purchasing Department. Additional awarded vendors may be made available as needed.

The requested contract is for the period of February 28, 2024 through May 31, 2028 with the option to renew for one (1) additional one (1) year period through May 31, 2029.

Subsection 6A-1.012(6) F.A.C. allows school boards to make purchases at or below the specified prices from contracts awarded by public or governmental agencies of any state from the awarded vendor when the awarded vendor permits same and such purchases are to the economic advantage of the school board.

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 bid is awarded to:

Goodheart Wilcox Publisher., Tinley Park, IL, Florida Document No. Not Required
KinderLab Robotics, Inc., Waltham, MA, Florida Document No. Not Required
Lectorum Publications, Inc., Pine Brook, NJ, Florida Document No. Not Required
Robolink, Inc., San Diego, CA, Florida Document No. Not Required
The School Planner Company, Memphis, TN, Florida Document No. Not Required
Zoobean, Inc., Arlington, VA, Florida Document No. F22000007263

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 use of The Interlocal Purchasing Agreement (TIPS) #230807, Academic and Educational Goods and Services, SDMC No. 24-0106-BS, estimated in the amount of $75,000.00 annually (Multiple Funding Sources).

Financial Impact
The funding source for these estimated expenditures are included in the General Funds, Special Projects, Federal Projects and Capital Accounts and are included in the school sites and departments approved budgets for 2023/2024.

Contact

Submitting Departments: Adult, Career and Technical Education

Initiated By: Dr. Paul Gansemer

Attachments:
RFP 230807 TIPS

TIPS SOLICITATION DOCUMENT

THE INTERLOCAL PURCHASING SYSTEM ("TIPS")

A department of TIPS Lead Agency:

TEXAS REGION 8 EDUCATION SERVICE CENTER ("Region 8 ESC")

TIPS RFP 230807 Academic and Educational Goods and Services

I. NOTICE TO PROPOSERS.

Contact Information:
TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com

TIPS Solicitation:
TIPS RFP 230807 Academic and Educational Goods and Services
This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: "solicitation", "bid", "request for competitive sealed proposal", "RCSP", etc., this solicitation is the method of procurement identified at this location.

Proposal Deadline:
All proposals shall be received electronically, or otherwise sealed, by: SEPTEMBER 15, 2023, AT 3:00 P.M. LOCAL TIME

Access to Solicitation Documents:
Solicitation documents are located online at http://tips.ionwave.net. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

Piggybacking Notice:
This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, ("TIPS Members") to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation.

TIPS Administration Fee:
TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 2% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

Incorporation of Solicitation:
If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

TIPS Contract Jurisdictional Limitations:
Depending on different entities' and jurisdictions' laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

Vendor Questions & Pre-Bid Meeting Requests:
Substantive questions will be received until September 1, 2023, at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to bids@tips-usa.com with the subject line "230807 Academic– Vendor Question". Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or "Question & Answer" document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before August 17, 2023, by emailing bids@tips-usa.com with the subject line "230807 Academic – Pre-Bid Meeting Request".

Anticipated Schedule of Solicitation Events:
These anticipated dates are subject to change at TIPS' discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	August 3, 2023	8:00 A.M. Local Time
Proposal Deadline	September 15, 2023	3:00 P.M. Local Time
Proposal Opening	September 15, 2023	3:00 P.M. Local Time
Proposal Review Begins	September 15, 2023	3:01 P.M. Local Time
Proposals Award	October 26, 2023	8:30 A.M. Local Time
Award Notifications	October 26, 2023	12:00 P.M. Local Time

Estimated Contract Value:
The estimated value for the life of the contract for all awarded vendors combined is $32,034,228.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members' future needs or budget allocations as they relate to this solicitation.

II. TIPS

The Interlocal Purchasing System ("TIPS") is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act[1], seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members' law and policy, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS,

[1] See Texas Government Code, Chapter 791.

allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email bids@tips-usa.com seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPs Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at https://tips.ionwave.net/ and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", @tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor must follow the following process: http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf

Proposal Format

All responses should be direct, concise, complete, and unambiguous.

1. Attribute Questions.
Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

2. Completion of Attachments.

Pricing Form 1
Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the "Response Attachments" section requesting Pricing Form 1.

Pricing Form 2
Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the "Response Attachments" section requesting Pricing Form 2.

Alternate or Supplemental Pricing Documents
Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement
The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form
The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form
The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Reference Form. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form
The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire – Form CIQ
Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Conflict of Interest Questionnaire – Form CIQ.

Disclosure of Lobbying Activities – Standard Form - LLL
Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to the "Response Attachments" section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

Current Form W-9
Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Certificates & Licenses (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)
Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)
Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the "Response Attachments" section requesting "Supplemental Vendor Information (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)
Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the "Response Attachments" section requesting "Vendor Logo (Supplemental Vendor Information Only)." These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

IV. SPECIFICATIONS

Category: Academic and Educational Goods and Services

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-"public work" services only.

Specifications.
It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply academic and educational goods and services to public entity and qualifying non-profit TIPS Members in the United States. Proposals may include but not be limited to academic materials or services, instructional materials or services, classroom supplies, curriculum materials or services, or any other material or service to be used for an educational or instructional purpose for K-12 education entities, higher education entities, vocational trainings, or continuing education lessons. Offerings may be in any format including print, digital, and online access. Proposals should include all listings of academic or educational equipment that Vendor seeks to offer under the contract. Do not propose offerings that are not considered academic or educational goods and services.

V. VENDOR PRICING SUBMISSION

Pricing.
Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor's original pricing model as proposed in response to this solicitation. "To-Be-Determined" pricing is prohibited.

Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the "Discount-Off Catalog" option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor's responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**
  This goods/items pricing proposal method is highly preferred over the "Cost-Plus Markup Method" because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases.

Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to goods proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal such as a specific item-type with a limited profit margin. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its "Catalog Pricing" to TIPS in a number of ways, described below. Please carefully read the following definition of "Catalog Pricing" which is broad and flexible to the usability benefit of the Vendor.

"**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Goods/Items "Catalog Pricing" to TIPS:

1. **Section "A" of Pricing Form 1 – Providing "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section "A" of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item's name and "catalog price." Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

2. **Section "B" of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has "Catalog Pricing" documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.

3. **Section "B" of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has "Catalog Pricing" published at an online location, Vendor may check this box and include the link to their online "Catalog Pricing." If a login is required to access the "Catalog Pricing" located at that link, please provide that login information in the cell to the right. (Ex. X – Please see "Catalog Pricing" at www.tips-usa.com, login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.

4. **Section "B" of Pricing Form 1 – (3) Vendor Shall Provide "Catalog Pricing" Upon Request:** If Vendor does not have comprehensive "Catalog Pricing" documents or links readily available, Vendor may check this box ensuring that such required "Catalog Pricing" will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of "Catalog Pricing" for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **<u>Cost-Plus Markup Method</u>**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the "Discount-Off Catalog Method" description above and has determined that none of those options are a possibility, then Vendor may use

this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section "C" of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section "C" of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor's cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

Submission of Service Pricing

Please note that Vendor's "Minimum Percentage Discount Offered" proposed in the attribute questions shall apply to services proposed with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal such as vendor travel passed through at actual cost or GSA allowable rates. If Vendor does not seek to offer services under this contract, Vendor may type "N/A" on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the "Catalog Pricing" for those services must be included, or properly added, to Vendor's TIPS "catalog pricing" proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of "Catalog Pricing" below for convenience:

"**Catalog Pricing**" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

D. is regularly maintained by the manufacturer or Vendor of an item; and

E. is either published or otherwise available for review by TIPS or a customer during the purchase process;

F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services "Catalog Pricing" to TIPS:

1. **Pricing Form 2 – Providing Service "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the "catalog price" of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.

2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service "Catalog Pricing" documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see "Service "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Service Pricing.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

Additional Pricing Terms

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor may update their

pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to bids@tips-usa.com for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as "catalog pricing" (or "cost" in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.

2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.

3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.

4. **Vendor's Self-Imposed Pricing Limitations.** Within Vendor's TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)

5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS "catalog pricing" for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

VI. PROPOSAL SCORING AND EVALUATION

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price**: **(22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor's "TIPS Pricing." Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.
2. **Reputation of Vendor and Vendor's Offerings: (3) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship

with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.

7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

VII. TERMS & CONDITIONS

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.

3. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

   Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

   Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

   Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

   Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

   Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May

31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein ,provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.

8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.

9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information

Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.

14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.

16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.

17. **LIMITATION OF LIABILITY – Waiver.** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

AGENDA ITEM NO. 11.7

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Palmetto High School - Partial Replacement - Change Order 1 - Agreement Between Owner and Gilbane Building Company, Decrease in the Amount of $7,156,230.03 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 to the Agreement between Owner and Gilbane Building Company, which will decrease the Guaranteed Maximum Price (GMP) by $7,156,230.03 for materials purchased under the Direct Materials Purchase Program and reflect a $427,637.67 in sales tax savings.

Palmetto High School Classroom Partial Replacement 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 Palmetto High School - Partial Replacement - Change Order 1 - Agreement between Owner and Gilbane Building Company, decrease in the amount of $7,156,230.03 (Capital Funds).

Financial Impact
The amount of Change Order 1 is a decrease of $7,156,230.03. The revised Guaranteed Maximum Price is $29,601,550.97 and is included in the total project budget of $40,200,000.00. **Project is funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Regi Goff

Attachments:
Palmetto High School Partial Replacement Summary Sheet
Palmetto High School Partial Building Replacement Change Order 001

Palmetto HS Partial Replacement Project

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	Schenkel & Shultz, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Gilbane Building Company	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Sciences	Currently on the District's Continuing Contracts List

PROJECT BUDGET:	$	40,200,000.00	(01/31/2024) Revised Project Budget
	$	39,000,000.00	(04/12/2022) Revised Project Budget
	$	29,000,000.00	(09/28/2021) Original Project Budget

HISTORY: The site on which Palmetto High School is located was acquired in 1952 and is approximately 59 acres in size. Numerous campus modifications have occurred over the past 68 years under constantly changing codes resulting in intermittent campus-wide flooding. The school currently has 2,251 student stations.

SCOPE: The original scope of design services includes replacing existing buildings 6,7,8 & 9, with a new two (2) story classroom addition and removal of classroom building #33 and renovation of the cafeteria is increased to include per direction of the District Superintendent, the demolition of existing cafeteria Building #5, a new cafeteria/kitchen building, replacing the existing baseball field buildings with new buildings and bleachers, new secured access addition to the administration building#1, relocating the parent loop and new bus loop and parking to the SE corner of the campus. Additional scope of work includes installation of security fencing around the football field and campus perimeter. Design a new single story CMU restroom building approximately 1,800 SF located on the north (home) side of the existing football field.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	July 27, 2021	Approved	
Agreement:	$ 1,860,750.00	September 28, 2021	Approved	Architectural/Engineering Services
Amendment 1:	$ 436,575.00	April 12, 2022	Approved	Add'l Architectural/Engineering Services
Phase I Plans:	$ -	April 12, 2022	Approved	Schematic Design
Letter of Commitment:	$ -	April 12, 2022	Approved	Architectural/Engineering Second Letter
Amendment 2:	$ 114,470.00	February 27, 2024	Pending	New Restroom Building - Football Field
TOTAL	$ 2,411,795.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	July 27, 2021	Approved	
Agreement:		September 28, 2021	Approved	Pre-Constr Svc $82,789.00 incl AMEND 3
Amendment 1:		April 12, 2022	Approved	Add'l Pre-Constr Svcs $39,627.00 incl AMEND 3
Letter of Commitment:	$ -	April 12, 2022	Approved	Construction Manager Second Letter
Amendment 2:	$ 274,502.00	June 28, 2022	Approved	Security Fencing Installation
Amendment 3:	34,898,266.00	December 13, 2022	Approved	Guaranteed Maximum Price
Amendment 4:	1,585,013.00	June 13, 2023	Approved	Remaining Food Service Equipment
Change Order 1:	(7,156,230.03)	February 27, 2024	Pending	Deduct Direct Materials Purchased
TOTAL	$29,601,550.97			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			
Agreement:	$ 187,499.00	August 23, 2022	Approved	Plans Review & Permitting Services
TOTAL	$ 187,499.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT:	Palmetto HS - Partial Replacement 1200 17th Street W Palmetto, FL 34221	CHANGE ORDER NUMBER:	001
		CHANGE ORDER DATE:	
TO:	Gilbane Building Company 1950 Ringling Blvd. Ste. 301 Sarasota, FL 34236	ARCHITECT'S PROJECT NO:	2021130
		CONTRACT FOR:	General Construction
		CONTRACT DATE:	September 9, 2021

You are directed to make the following changes in this Contract:
Deduct the value of Owner Purchase Orders written per Direct Materials Purchase Program.

DMP #	Direct Material Purchase	Vendor / Subcontractor	PO #		Material Amount
001	Direct Material Purchase	Trane US / B&I Contractors Inc	PO00087715	$	(338,125.00)
002	Direct Material Purchase	Slade Ross / B&I Contractors Inc	PO00087714	$	(56,350.00)
003	Direct Material Purchase	Commercial Air Management / B&I Contractors, Inc	PO00087713	$	(64,690.00)
004	Direct Material Purchase	Tom Barrow / B&I Contractors Inc	PO00087716	$	(72,165.00)
005	Direct Material Purchase	New Millenium Building System / Suncor Inc	PO00087717	$	(575,285.00)
006	Direct Material Purchase	Atlantic TNG, LLC / DSD Group, Inc	PO00091214	$	(58,794.00)
007	Direct Material Purchase	Cemex / Mark Williams Construction	PO00091625	$	(635,000.00)
008	Direct Material Purchase	Cemex / Lighthouse Masonry	PO00091949	$	(207,448.08)
009	Direct Material Purchase	White Cap / Lighthouse Masonry	PO00094662	$	(60,228.00)
010	Direct Material Purchase	Oldcastle Coastal / Lighthouse Masonry	PO00094664	$	(66,223.46)
011	Direct Material Purchase	Seaman Corporation / Crowther Roofing	PO00094661	$	(404,939.09)
012	Direct Material Purchase	Rinker Materials / DSD Group, Inc	PO00094663	$	(96,536.00)
013	Direct Material Purchase	L&W Supply / Commercial Plastering USA	PO00095098	$	(38,000.00)
014	Direct Material Purchase	Electric Supply / BCI Integrated Solutions	PO00096436	$	(443,435.09)
015	Direct Material Purchase	Lindsay Precast / BCH Mechanical	PO00096441	$	(38,574.00)
016	Direct Material Purchase	Tampa Winsupply / BCH Mechanical	PO00096440	$	(198,011.62)
017	Direct Material Purchase	Energy Task Force / B&I Contractors Inc	PO00096442	$	(44,770.00)
018	Direct Material Purchase	Electric Supply / BCI Integrated Solutions	PO00096448	$	(125,278.00)
019	Direct Material Purchase	Tampa Winsupply / BCH Mechanical	PO00096590	$	(136,121.95)
020	Direct Material Purchase	Ferguson Enterprises / DSD Group Inc	PO00096589	$	(161,485.28)
021	Direct Material Purchase	EFCO LLC / Tab Glass & Window Corp.	PO00096912	$	(254,419.00)
022	Direct Material Purchase	Dal-Tile / Certified Finishes	PO00098827	$	(65,970.49)
023	Direct Material Purchase	Johnson-Lancaster Sales / Johnson-Lancaster	PO00100062	$	(349,030.00)
024	Direct Material Purchase	Millet Glass / Tab Glass & Window Corp.	PO00098162	$	(67,049.43)
025	Direct Material Purchase	Peachtree Protective Covers	PO00104417	$	(264,412.55)
026	Direct Material Purchase	L&W Supply / Raynor Company Group	PO00099071	$	(273,035.85)
027	Direct Material Purchase	Suncoast Commercial Door & Hardware	PO00100060	$	(417,009.44)
028	Direct Material Purchase	Foundation Building Materials / Hanlon Acoustical Ceilings	PO00101689	$	(303,729.26)
029	Direct Material Purchase	List Industries / Storagecraft	PO00103207	$	(25,944.91)
030	Direct Material Purchase	Johnson-Lancaster Sales / Johnson-Lancaster	PO00104973	$	(1,314,169.53)
		Total of Summary			($7,156,230.03)

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.....	$	274,502.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	36,483,279.00
The ~~(Contract Sum)~~(Guaranteed Maximum Price) prior to the Change Order was.....	$	36,757,781.00
The ~~(Contract Sum)~~(Guaranteed Maximum Price) will be ~~(increased)~~(decreased)~~(unchanged)~~ by this Change Order.....		(7,156,230.03)
The new ~~(Contract Sum)~~(Guaranteed Maximum Price) including this Change Order will be.....	$	29,601,550.97
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	July-24	

Schenkel Shultz Architecture	Gilbane Building Company	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
330 S Pineapple Ave. Ste. 210	1950 Ringling Blvd. Ste. 301	1 Matzke Way
Sarasota, Florida 34236	Sarasota, Florida 34236	Bradenton, FL 34208
By: Roberto Gonzalez Digitally signed by Roberto Gonzalez Date: 2024.01.31 11:04:53-05'00'	By: James Caldwell Digitally signed by James Caldwell DN: C=US, E=jcaldwell@gilbaneco.com, O=Gilbane Building Company, OU=Gilbane Building Company, CN=James Caldwell Date: 2024.02.05 15:15:05'00'	By:
Date:	Date:	Date:

1

William Horton

02/05/2024

02/05/2024

AGENDA ITEM NO. 11.8

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Palmetto High School - Partial Replacement Project- Agreement Between Owner and Schenkel & Shultz, Inc., Amendment 2 in the Amount of $114,470.00 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 2 to the Agreement between Owner and Schenkel & Shultz, Inc., which will authorize the design of a new single-story CMU restroom building, approximately 1,800 SF, to be located on the north (home) side of the existing football field at Palmetto High School. The documents will include drawings for the demolition of the existing structure and new building construction complying with the current Florida Building Code (FBC) and the School District standards.

Palmetto High School Partial Replacement 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 Palmetto High School - Partial Replacement Project - Agreement Between Owner and Schenkel & Shultz, Inc., Amendment 2 in the amount of $114,470.00 (Capital Funds).

Financial Impact
The amount for Amendment 2 is $114,470.00. The revised fee for Architectural and Engineering Services, including Amendment 2, is $2,411,795.00. The fee is included in the total project budget requirement of $40,200,000.00. **This project is funded by Capital funds.**

Contact
Submitting Department: Construction Services
Initiated by: Regi Goff

Attachments:
Palmetto High School Partial Replacement Summary Sheet
Palmetto High School AE Amendment 2

Palmetto HS Partial Replacement Project

PROJECT DIRECTOR: Reginald Goff

ARCHITECT/ENGINEER:	Schenkel & Shultz, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	Gilbane Building Company	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Sciences	Currently on the District's Continuing Contracts List

PROJECT BUDGET:

$	40,200,000.00	(01/31/2024) Revised Project Budget
$	39,000,000.00	(04/12/2022) Revised Project Budget
$	29,000,000.00	(09/28/2021) Original Project Budget

HISTORY: The site on which Palmetto High School is located was acquired in 1952 and is approximately 59 acres in size. Numerous campus modifications have occurred over the past 68 years under constantly changing codes resulting in intermittent campus-wide flooding. The school currently has 2,251 student stations.

SCOPE: The original scope of design services includes replacing existing buildings 6,7,8 & 9, with a new two (2) story classroom addition and removal of classroom building #33 and renovation of the cafeteria is increased to include per direction of the District Superintendent, the demolition of existing cafeteria Building #5, a new cafeteria/kitchen building, replacing the existing baseball field buildings with new buildings and bleachers, new secured access addition to the administration building#1, relocating the parent loop and new bus loop and parking to the SE corner of the campus. Additional scope of work includes installation of security fencing around the football field and campus perimeter. Design a new single story CMU restroom building approximately 1,800 SF located on the north (home) side of the existing football field.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	July 27, 2021	Approved	
Agreement:	$ 1,860,750.00	September 28, 2021	Approved	Architectural/Engineering Services
Amendment 1:	$ 436,575.00	April 12, 2022	Approved	Add'l Architectural/Engineering Services
Phase I Plans:	$ -	April 12, 2022	Approved	Schematic Design
Letter of Commitment:	$ -	April 12, 2022	Approved	Architectural/Engineering Second Letter
Amendment 2:	$ 114,470.00	February 27, 2024	Pending	New Restroom Building - Football Field
TOTAL	$ 2,411,795.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	July 27, 2021	Approved	
Agreement:		September 28, 2021	Approved	Pre-Constr Svc $82,789.00 incl AMEND 3
Amendment 1:		April 12, 2022	Approved	Add'l Pre-Constr Svcs $39,627.00 incl AMEND 3
Letter of Commitment:	$ -	April 12, 2022	Approved	Construction Manager Second Letter
Amendment 2:	$ 274,502.00	June 28, 2022	Approved	Security Fencing Installation
Amendment 3:	34,898,266.00	December 13, 2022	Approved	Guaranteed Maximum Price
Amendment 4:	1,585,013.00	June 13, 2023	Approved	Remaining Food Service Equipment
Change Order 1:	(7,156,230.03)	February 27, 2024	Pending	Deduct Direct Materials Purchased
TOTAL	$29,601,550.97			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -			
Agreement:	$ 187,499.00	August 23, 2022	Approved	Plans Review & Permitting Services
TOTAL	$ 187,499.00			

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 contract provisions.

Project Name: Palmetto High School - Partial Replacement
Architect/Engineer: Schenkel & Shultz, Inc.
Architect/Engineer Address: 330 Pineapple Ave., Suite 210
Sarasota, FL 34236

The work is as follows: Design of a new single story CMU restroom building approximately 1,800 SF to be located on the north (home) side of the existing football field at Palmetto High School. The document includes drawings for demolition and new building construction complying with current FBC and SDMC standards.

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: $ 114,470.00
Previous Amount of Contract: $ 2,297,325.00
New Total Amount of Contract: $ 2,411,795.00

ARCHITECT/ENGINEER:

By: _____ By: _____

Name/Title: Daniel C. Laggan, President Name/Title: _____

As Witnessed:

_____ Schenkel & Shultz, Inc.
(Name of Corporation)

Schenkel & Shultz, Inc. CORPORATE SEAL 1982 Florida

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director
Reginald Scott (Feb 2, 2024 10:12 EST)

William Horton, Director

Joseph A. Ranaldi, Deputy Superintendent
Joseph A. Ranaldi (Feb 2, 2024 11:50 EST)

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

PROPOSAL REQUEST

January 30, 2024

Reginald L. Goff, Sr.
Project Director – Department of Construction Services
School District of Manatee County
1 Matzke Way, Building 7
Bradenton, FL 34208
Tel: (941) 788-8800

SUBJECT: **Palmetto HS – New Restroom Building at Football Field**

CONTRACT No:

Dear Regi,

Schenkel Shultz is pleased to present our proposal for the Palmetto HS (new) Football Restroom Building project.

Project Overview / Scope

The scope of work consists of design of approximately 1,800 SF of a new single story CMU restroom building to be located on the north (home) side of the existing football field at Palmetto HS. The documentation includes drawings for demolition and new building construction complying with current (during 2024) FBC and SDMC standards.

Included in the Basic Scope of Services

- ☐ MEETINGS (as req.)
- ☐ SITE VISITS (4) SCOPE REVIEW
- ☐ CONSTRUCTION DOCUMENTS (Including Structural and MEP scopes of work)
- ☐ CONSTRUCTION ADMINISTRATION & RECORD DOCUMENTS
- ☐ **Civil Engineering services / Utility and Topographic Survey**

Additional Services

- ☐ Renderings.
- ☐ Soils investigation / Geotechnical Report

Clarifications and Exclusions:

- ☐ All deliverables will be submitted electronically except those hard copies required for permitting.
- ☐ Base-line services include travel expenses from Schenkel Shultz office to the job site and meetings at the Facilities & Planning offices.
- ☐ Permitting and application fees are not included.
- ☐ Schedule as attached (TBD)
- ☐ Project will be completed using Revit (BIM).
- ☐ Any significant changes in scope, client changes or unforeseen conditions may require additional services.
- ☐ This proposal does not constitute a contract.
- ☐ All equipment coordination will be in conjunction with SDMC Project Manager provided information during the design process.
- ☐ MEPFT Scope of work is as identified in the attached proposal from the consultants.
- ☐ Any additional construction administration services beyond the duration identified.

For the Palmetto HS Football Restroom Building, we propose the following fixed Total fees of $114,470.00 (One Hundred Fourteen Thousand and Four Hundred and Seventy Dollars), and plus reimbursable expenses. This fee includes architectural,

PROPOSAL REQUEST

structural, and MEPT design services only, performed in 4 phases: Design Development Documents, 100% Construction Documents, Bidding / Permitting, and Construction Administration.

Professional Design Services fee breakdown is:

Structural Engineering	$7,770.00
MEP Consultants	$15,000.00
Civil Engineering	$24,000.00
Utility + Topographic Survey	$2,700.00
Schenkel Shultz Architecture	$65,000.00
Total	**$114.470.00**

Compensation phase percentage breakdown, as follows:

20%	Design Development Drawings
55%	Construction Drawings
5%	Bidding/Permitting
20%	Construction Administration

We have included estimates of possible consultants for the District to directly contract with as follows:

Geotechnical Report	$2,000.00

Reimbursable expenses include all out-of-county, travel-related costs, (Schenkel Shultz Sarasota office to be considered the point-of-origin for all trips), airfare, mileage, meals, lodging, plotting, and printing (except as required for in-house coordination), photography, courier services, shipping and express mail.

Thank you for considering Schenkel Shultz as a partner for this project. We look forward to working with you.

Sincerely,



Roberto Gonzalez, AIA, LEEDap

Associate

Cc: Iris Zayas & Daniel Laggan / SCHENKEL SHULTZ

SCHENKEL SHULTZ

ARCHITECTURAL
HOURLY RATE SCHEDULE

2023*

Partner	$ 275.00
Principal	$ 225.00
Project Director / Manager	$ 200.00
Project Architect III	$ 175.00
Project Architect II	$ 150.00
Project Architect I	$ 120.00
Senior Interior Designer	$ 175.00
Designer IV	$ 160.00
Designer III	$ 150.00
Designer II	$ 125.00
Designer I	$ 115.00
Specification Writer	$ 160.00
Construction Administration	$ 180.00
Administration	$ 90.00

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and are identified as follows:

- Transportation / Mileage (0.56 per mile)
- Out of Town Travel Expenses
- Fees for Securing Permits/Approvals
- Reproductions
- Postage
- Renderings / Models

** Actual billing rates will vary by individual and will vary with customary compensation changes and will be adjusted during normal annual review period.*

AGENDA ITEM NO. 11.9

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Palm View and Samoset Elementary Schools - Lobby Enhancements - Change Order 1 - Final - Agreement Between Owner and Willis Smith Construction, Decrease in the Amount of $97,893.43 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Change Order 1 Final to the Agreement between Owner and Willis Smith Construction, which will decrease the Construction Manager's contract. Change Order 1 Final reconciles the Contract and deducts the unexpended Funds to close out the project.

Palm View and Samoset Elementary Schools 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 Palm View and Samoset Elementary Schools - Lobby enhancements - Change Order 1 - Final - Agreement Between Owner and Willis Smith Construction, decrease in the amount of $97,893.43 (No Financial Impact).

Financial Impact
The amount of Change Order 1 Final is a decrease of $97,893.43. The revised Guaranteed Maximum Price is $416,004.57 and is included in the total project budget of $644,566.84 (Capital Funds)

Contact
Submitting Department: Construction Services
Initiated By: Regi Goff

Attachments:
Palm View & Samoset Elementary Schools - Administrative Office Enhancements - Summary Sheet
Palm View & Samoset Elementary Schools - Administrative Office Enhancements

Palm View and Samoset Elementary School - Administrative Office Enhancements

PROJECT DIRECTOR: John Williams

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

PROJECT BUDGET: $ 644,566.84 (01/09/23) Original Project Budget

HISTORY: Palm View was originally built in the early 1900's. Renovations and a replacement building were completed in 2006. In 2019, Palm View became a Wozniak University School, and a plan was created to make it a K-8 School. With addition to Middle School Students in March 2020, an addition of a gymnasium was built. Samoset Elementary School was originally constructed in 1934. The original facility was demolished and a new school was constructed in 2002. In September 2006, a two story 14 classroom addition was constructed.

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, security cameras in the lobby at Palm View K8 and Samoset Elementary Schools.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$42,819.00	July 26, 2022	Approved	Architectural/Engineering Services
TOTAL	$42,819.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 7,735.00	March 28, 2023	Approved	Pre-Construction Services
Amendment 1:	$ 506,163.00	June 13, 2023	Approved	Guaranteed Maximum Price
Substantial Comp:	0.00	January 30, 2024	Approved	Substantial Completion
Change Order 1:	(97,893.43)	February 27, 2024	Pending	Change Order 1 Final
TOTAL	$ 416,004.57			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
TOTAL	$0.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
TOTAL	$0.00			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: Palm View Elementary K-8 Admin Office Security Renovations
6026 Bayshore Rd.
Palmetto, FL 34221
PROJECT: Samoset Elementary Admin Office Security Renovations
3300 19th St E
Bradenton, FL 34208
TO: (Contractor):
Willis A. Smith Construction, Inc.
5001 Lakewood Ranch Blvd North
Sarasota, FL 34240

CHANGE ORDER NUMBER: 1
CHANGE ORDER DATE:
ARCHITECT'S PROJECT NO: 23721
CONTRACT FOR: General Construction
CONTRACT DATE: June 13, 2023

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

Return unspent funds from the Unforeseen Conditions Fund	$	(97,893.43)
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
	$	-
Total of Summary:	$	(97,893.43)

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

The original Contract Sum was.....	$	7,735.00
Net Changes by previously authorized Change Orders and/or Amendments.....	$	506,163.00
The Guaranteed Maximum Price prior to the Change Order was.....	$	513,898.00
The Guaranteed Maximum Price will be (DECREASED) by this Change Order.....	$	(97,893.43)
The new Guaranteed Maximum Price including this Change Order will be.....	$	416,004.57
The Contract time will be unchanged by.....		(0) Days
The date of Substantial Completion as of the date of the Change Order is.....		TBD

Sweet Sparkman Architect	Willis A. Smith Construction, Inc.	School Board of Manatee County
Architect	Construction Manager	Owner
2168 Main St.	5001 Lakewood Ranch Blvd N	1 Metzke Way
Sarasota, FL. 34237	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
Date: 2/5/24	Date: 2/2/2024	Date:

AGENDA ITEM NO. 11.10

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Blackburn Elementary School - Classroom Addition and Renovation - Agreement Between Owner and Long & Associates, Inc., for Commissioning Services in the Amount of $70,861.50 (Capital Funds)

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Long and Associates, Inc., which will provide Mechanical, Electrical, and Plumbing Commissioning Services per ASHRAE Guidelines 0-2019 and Florida Building Code C408 for the Blackburn Elementary School Addition and Renovation project. The Commissioning Process is a quality-focused process for enhancing the delivery of the project that verifies and documents that all the commissioned systems and assemblies are planned, designed, installed, and tested to meet the owner's project requirements.

Blackburn Elementary School Classroom Addition and Renovation 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 Blackburn Elementary School - Classroom Addition and Renovation - Agreement between Owner and Long & Associates, Inc., in the amount of $70,861.50 (Capital Funds).

Financial Impact
The fee for the Mechanical, Electrical, and Plumbing Commissioning Services at Blackburn Elementary School is $70,861.50 and is included in the total project budget of $40,787,200.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Reginald Goff

Attachments:
Blackburn ES Classroom Addition and Renovation Summary Sheet
BKE Add and Reno PS Agmt Commissioning

Blackburn Elementary School - Addition and Renovation

PROJECT DIRECTOR: Jeff Medwetz

ARCHITECT/ENGINEER:	Wannemacher Jensen Architects, Inc.	Selected through the Request for Qualifications process
CONSTRUCTION MANAGER:	A.D. Morgan	Selected through the Request for Qualifications process
BUILDING OFFICIAL:	Universal Engineering Sciences/GFA	Currently on the District's Continuing Contracts List

PROJECT BUDGET:

$	40,787,200.00	(01/30/24) Revised Project Budget
$	32,883,814.00	(06/27/23) Revised Project Budget (5 YR Capital Plan)
$	24,000,000.00	(06/28/22) Original Project Budget

HISTORY: Blackburn Elementary School was originally built in 1970. The site consists of one parcel containing 24 acres, located at 3904 17th Street East, Palmetto, Florida. A 5,000 square foot addition was added in 1976. In 1991, a remodeling and addition project was completed. The total existing satisfactory student station count is 813. In 2005, a new 10 classroom building, 14 parking spaces, upgrades to buildings 2,4, and 6 HVAC systems, upgrading the existing chiller system to accommodate the new building and systems, new stormwater control system, improved campus security, and the resurfacing asphalt parking and driveways throughout. In 2015, the replacement of the existing HVAC system in the kitchen and serving line.

SCOPE: The scope of work will include, but not limited to, replacement of Building 1 and the removal of Building 6; Complete renovations of the existing campus include the renovation of roof, mechanical, and plumbing systems; Building envelope improvements including window, door, and insulation system; enhancement of campus safety/security including fire alarm, site improvements; and on-site traffic queuing.

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	December 14, 2021	Approved	Selection Process
Agreement:	$ 100,000.00	June 28, 2022	Approved	Architectural / Engineering Services
Amendment 1:	$ 1,627,211.00	October 25, 2022	Approved	Add'l Architectural / Engineering Services
TOTAL	$ 1,727,211.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	December 14, 2021	Approved	Selection Process
Agreement:	$ 850,000.00	June 28, 2022	Approved	Pre-Construction Services
Amendment 1:	$ 389,556.03	August 8, 2023	Approved	Early Procurement Materials
Amendment 2:	$35,164,840.25	January 30, 2024	Approved	Guaranteed Maximum Price
TOTAL	$ 36,404,396.28			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	-	May 25, 2022	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 192,400.00	August 8, 2023	Approved	Plans Rv, Permitting & Inspection Svcs
TOTAL	$ 192,400.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ 70,861.50	February 27, 2024	Pending	Mechanical, Electrical and Plumbing Commissioning
TOTAL	$ 70,861.50			

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
DEPARTMENT OF CONSTRUCTION SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into by and between The School Board of Manatee County, Florida, (Owner) and Long & Associates Architect/Engineers, Inc., a Florida corporation, (Consultant), whose address is 4525 S. Manhattan Avenue, Tampa, FL 33611. Consultant is prequalified by Owner's Board Approved Continuing Contract Professional Service Firms for Small Projects.

WITNESSETH, that Owner and Consultant in consideration of the mutual covenants contained herein agree as follow:

1. **The Work:** Consultant shall perform and render all services as described and in furtherance of the following:

CONTRACT #:	402
PROJECT NAME:	Blackburn Elementary School - Addition and Renovation
LOCATION:	3904 17th Street East, Palmetto, FL 34221
	Street East, Palmetto, Florida 34221
	Manatee County, Florida
PROJECT BUDGET:	$40,787,200.00
SERVICES:	Mechanical, Electrical, and Plumbing systems commissioning services per Long & Associates proposal dated October 31, 2023, on file with the Department of Construction Services.

2. **Effective Date and Work Term:** For the purposes of this Agreement, the Effective Date shall be the date upon which the Agreement is executed by Owner. Consultant's obligation to perform the Work shall commence on the date indicated in the Notice to Proceed issued by Owner's Representative and will terminate upon Final Completion and acceptance and final payment by Owner.

3. **Compensation:** Owner has authorized an amount not to exceed **$ 70,861.50** which shall constitute the maximum amount due under this Agreement to Consultant for services rendered. 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. **Proposal:** In the event of a conflict between the terms and conditions provided in the body of this Agreement and the Proposal, the provisions contained within the body of this Agreement shall prevail.

5. **Payment Terms:** Owner shall comply with the Local Government Prompt Payment Act (Sections. 218.70-218.80, Florida Statutes) for all payments pursuant to this Agreement. Unless otherwise required by the Local Government Prompt Payment Act, invoices shall be paid by Owner net 30 days. Invoices must include the contract number prominently

displayed in order to receive payment. Payments will be made only to Consultant.

6. **Standard of Care**: Consultant shall be responsible to Owner for the acts and omission of Consultant's employees and Sub-Consultants arising out of or resulting from the performance of services hereunder including those that do not conform to Consultant's standard of care, would constitute a breach of this Agreement if the act or omission were committed by Consultant, or are otherwise wrongful or unlawful. The Work shall be completed in accordance with any applicable Federal, State, County, or City laws, orders, codes, ordinances or amendments that may be in existence.

7. **Safety & Security:** Consultant agrees, for both itself and all of its Sub-consultants, to comply with all of Owner's rules and regulations with respect to safety and security at Owner's facilities as such rules and regulations may be modified and amended by Owner from time to time.

8. **Prohibition Against Contingent Fees:** By signing this Agreement, Consultant warrants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

9. **Truth-In-Negotiation:** If this Agreement involves a lump-sum or cost-plus-a-fixed-fee over the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, by signing this Agreement, Consultant certifies in accordance with Section 287.055, Florida Statutes, that the wage rates and other factual unit costs supporting the compensation to be paid under this Agreement are accurate, complete and current as of the date of this Agreement. Owner and Consultant further agree that the original contract price and any additions thereto shall be adjusted to exclude any significant sums by which Owner determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one year following the end of the Agreement.

10. **Substantial Completion:** The term "substantial completion" shall mean that the Work is sufficiently completed in accordance with the Agreement, so that Owner can occupy or utilize the completed product or project or designated portions thereof for the use for which it is intended, as expressed in the Agreement.

11. **Final Completion:** The term "Final Completion" shall mean all of the following events have occurred (if applicable):

    a. The Work is substantially complete.
    b. The issuance of a completion certificate by Owner's Representative.
    c. Owner takes possession of all of Consultant's work product and other deliverables related to the Work.

12. **Termination for Cause:** Consultant shall be considered in material breach of this

Agreement and such breach will be considered cause for Owner to terminate this Agreement, in whole or in part, as further set forth herein, for any of the following reasons: (1) failure to begin the Work under the Agreement within the time specified; (2) failure to properly and timely perform the services to be provided hereunder or as directed by Owner; (3) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Consultant or by any of Consultant's principals, partners, officers or directors; (4) failure to obey laws, ordinances, regulations or other codes of conduct, or (5) otherwise materially breaching this Agreement. 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 seven (7) day cure period. Payments made to Consultant or recoveries by Owner 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, Owner may unilaterally terminate this Agreement for refusal by the Consultant 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 Consultant in conjunction with this Agreement.

13. **Termination for Convenience:** Upon not less than 7 days advance written notice, Owner may terminate this Agreement, in whole or in part, for Owner's convenience and without cause in accordance with this clause. Upon termination, Consultant shall be entitled to payment and profit for services completed to the time of termination only together with any costs reasonably incurred by Consultant that are directly attributable to the termination, but Consultant shall not be entitled to any other or further recovery against Owner, including anticipated fees, profit on services not required to be performed, or attorneys' or legal fees and costs. Owner, in its sole and reasonable discretion shall determine the percentage of Work completed. Upon termination as set forth herein, Consultant shall deliver to Owner all documents including all papers, plans, records, files, drawings, calculations, models and other materials in Consultant's possession or control arising out of or relating to this Agreement. All such documents submitted to Owner at the time of termination may be used by Owner for the purpose of completing the Work and other purposes set forth in this Agreement. Consultant may terminate this Agreement upon not less than 7 days advance written notice to Owner, which identifies the specific reason for termination, should Owner fail to substantially perform in accordance with the terms of this Agreement through no fault of Consultant. Owner and Consultant may terminate this Agreement by mutual written agreement.

14. **Compliance with the Public Records Act:** By entering into this Agreement, Consultant acknowledges that the portion of its books and records related to this Agreement with Owner 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 Consultant is performing services on behalf of Owner, Consultant shall:

a. Keep and maintain public records required by Owner to perform pursuant to the Agreement.

b. Upon request from Owner's custodian of public records (identified below), provide Owner 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 Consultant does not transfer the records to Owner.

d. Upon completion of this Agreement, transfer, at no cost, to Owner all public records in possession of Consultant or keep and maintain public records required by Owner to perform the service. If Consultant transfers all public records to Owner upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Owner, upon request from Owner's custodian of public records, in a format that is compatible with the information technology systems of Owner.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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.

15. **Minority, Small, and Women Owned Business**: Owner encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Consultant agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-ventures, prime contractors, sub-contractors, and in contracting opportunities.

16. **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, any party may elect to terminate this Agreement for convenience upon written notice.

17. **Governing Law and Venue:** 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. Notwithstanding the foregoing, any controversies or legal problems arising out of this Agreement and any action involving the

enforcement or interpretation of any rights hereunder shall first be submitted to non-binding arbitration before the American Arbitration Association. Should the parties be unable to resolve any dispute through non-binding arbitration, the parties agree that venue shall then lie exclusively with 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 any and 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.

18. **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.

19. **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.

20. **Input and Interpretation:** Each party has had equal input into the drafting of this Agreement and in negotiating this Agreement's terms. Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against Consultant or Owner, whether under any rule of construction or otherwise. This Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the parties. The parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

21. **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 Consultant:	Long & Associates Attention: Travis Steed 4525 S. Manhattan Avenue Tampa, FL 33611
If mailed to Owner:	The School District of Manatee County, Florida Attention: Superintendent P.O. Box 9069 Bradenton, Florida 34206
If hand-delivered to Owner:	The School District of Manatee County, Florida Attention: Superintendent 215 Manatee Avenue West Bradenton, Florida 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.

22. **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.

23. **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).

24. **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.

25. **Employment Eligibility Verification (E-VERIFY):** By entering into this Agreement, Owner and Consultant understand and agree to comply with the provisions of Section 448.095, Florida Statutes. Consultant affirms and represents that it is registered with, and uses the E-Verify system, and will continue to use the E-Verify system. Compliance with Section 448.095, Florida Statutes, includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide Consultant with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Consultant shall maintain a copy of all such affidavits for the duration of the Agreement.

    Consultant verifies its compliance with the E-Verify System by listing its E-Verify System Number on this Agreement; or by signature and submission of this Agreement, Consultant asserts it does not employ 25 or more employees, and it is not an unauthorized alien, as defined by Section 448.095, Florida Statutes.

    The Consultant will require all subcontractors who work on this Agreement to use the E-Verify System for any subcontracted employees hired during this Agreement. The

Consultant 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 Consultant will maintain and provide the subcontractor's affidavits to Owner on request during this Agreement.

Termination: With good faith belief that the Consultant knowingly violated this section, Owner will terminate the Agreement. Further, with good faith believe that the subcontractor knowingly violated this section, Owner will promptly notify the Consultant and the Consultant will immediately terminate the Consultant's contract with the subcontractor. If this Agreement is terminated for noncompliance with these E-Verify provisions, such termination is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Consultant is liable for any additional costs incurred by Owner 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 Consultant will be barred from any other contracts with Owner for at least one year after the date the Agreement was terminated.

CONSULTANT E-VERIFY NUMBER: 714210

26. **Record Retention Requirements for Contracts Paid for with Federal Funds 2 CFR §200.334:** When federal funds are expended in accordance with this Agreement, Consultant certifies that Consultant will comply with the record retention requirements detailed in 2 CFR §200.334. Consultant further certifies that Consultant 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.

27. **Indemnification:** Consultant shall indemnify and hold harmless Owner, 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 Owner, 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 Consultant, its employees, officers and agents to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed by or utilized by Consultant. 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

Owner to indemnify the Consultant, Owner's obligation to indemnify the Consultant shall only be to the extent permitted by law and subject to the applicable limitations set forth in Section 768.28, Florida Statutes.

28. **Insurance:** Within 10 days after the Effective Date of this Agreement, Consultant shall, at Consultant's sole expense, procure, maintain and keep in force the following amounts and types of insurance:

a. Professional liability insurance with coverage for the acts and omissions, including any negligent act, error, mistakes, or omission in rendering or failing to render professional services described in this Agreement, in the amount of $1,000,000.00 with an aggregate of $1,000,000.00. Said policy shall contain a maximum deductible or self- insured retention of $25,000.00.

b. Worker's Compensation Insurance in compliance with Chapter 440, Florida Statutes, if required.

c. Employer's Liability Insurance in an amount not less than $1,000,000.00 per occurrence.

d. Comprehensive General Liability Insurance in an amount equal to or greater than

e. $1,000,000.00 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom.

f. If policy is on a "CLAIMS MADE" basis, Consultant's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.

g. Liability Insurance in an amount equal to or greater than $1,000,000.00 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.

h. Liability Insurance equal to or greater than $1,000,000.00 per occurrence for property damage caused by passenger automobiles or commercial vehicles.

Certificate(s) of Insurance listing The School District of Manatee County, Florida, as an additional insured must be received by Owner'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." Consultant shall immediately notify Owner upon lapse in coverages required by this Agreement or cancellation of any of the insurance policies. Consultant 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 Owner's Risk Manager. Owner shall be under no obligation to pay Consultant for any services provided or for any costs associated with this Agreement for any period of time concurrent with any lapse in coverage.

29. **Compliance with Jessica Lunsford Act:** Consultant shall comply with the Jessica Lunsford Act (JLA). Consultant 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. Consultant and

Consultant'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. Consultant hereby indemnifies and holds harmless the Owner for any claims made against the Owner related to the failure of Consultant to Consultant's personnel to comply with any of the laws referenced in this paragraph or related to Consultant's obligation to comply with the Jessica Lunsford Act and Florida law governing background screening requirements.

30. **Sovereign Immunity:** Consultant acknowledges and agrees that Owner does not waive its immunity and nothing herein, including the naming of Owner as an additional insured, shall be interpreted or deemed as a waiver of the Owner's rights, including the limitation of waiver of immunity, as set forth in Section 768.28, Florida Statutes, or any other statutes, and Owner expressly reserves these rights to the full extent allowed by law. All defenses relative to sovereign immunity are expressly reserved by Owner.

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 Consultant 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. Consultant further certifies that it is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Consultant 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. Consultant further understands that this Agreement with Owner for goods or services of any amount may be terminated at Owner's option if Consultant (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.

32. **Representatives:** The following individuals shall serve as each party's respective representative and are hereby authorized by their respective party to administer this Agreement on behalf of the respective party:

Consultant: Travis Steed, as Vice President of Architecture

Owner: Jeff Medwetz, as Project Director

33. **Entire Agreement:** This Agreement and its Exhibits 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 Owner 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.

34. **Assignability:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

35. **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.

36. **Authority to Execute:** The individual executing this Agreement on behalf of the Consultant is duly and fully authorized to execute this Agreement on behalf of the Consultant and to bind the Consultant to each and every condition and covenant of the Agreement.

SIGNATURES:

CONSULTANT:

Travis Steed
Travis Steed (Jan 29, 2024 11:17 EST)
Signature — 01/29/2024 Date

Travis Steed, AIA, IIDA, LEED AP
Type or Print Name — Vice President of Architecture Title

Long and Associates Architects/Engineers, Inc.
Business/Company Name — (813) 839-0506 Phone

4525 S. Manhattan Avenue
Address — Fax

Tampa, FL 33611
City, State, Zip — Travis@longandassociates.com Email

OWNER:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

Project Director — 01/29/2024 Date

William Horton — 01/29/2024
Director — Date

Chief Operations Officer — Date

Pamela D'Agostino — 01/30/2024
Legal Counsel (approved as to form and legal content) — Date

Joseph A. Ranaldi
Joseph A. Ranaldi (Feb 12, 2024 09:21 EST) — 02/12/2024
Deputy Superintendent (Projects Under $25,000.00) — Date

Superintendent (Projects Under $50,000.00) — Date

Board Chair (Projects Over $50,000.00) — Date

AGENDA ITEM NO. 11.11

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of Southeast High School - New Science Building - Change Order 7 - Agreement Between Owner and P.J. Hayes Inc., d.b.a. Tandem Construction - Return of Unspent Direct Material Purchase (DMP) Funds in the Amount of $16,353.99 (Capital Funds)

Executive Summary
The purpose of the requested action is to modify the Guaranteed Maximum Price by the amounts of Change Order 7 to reflect the reconciliation of material cost estimates to the actual Direct Material expenditures. Unspent funds and associated sales tax are returned to the Construction Manager (CM). There is no additional cost to close out Direct Material Purchases (DMP) and return balances to the Construction Manager (CM).

Southeast High School New Science Building Summary Sheet is attached for reference.

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

Ready To Grow | Goal 6
Maintain our robust security readiness and safety system across the District

Recommendation
The Superintendent recommends approval of Southeast High School - New Science Building - Change Order 7 - Agreement between Owner and P.J. Hayes, Inc., d.b.a. Tandem Construction, return of unspent Direct Materials Purchase (DMP) funds in the amount of $16,353.99 (Capital Funds).

Financial Impact
The amount of Change Order 7 is $16,353.99. The revised Guaranteed Maximum Price is $11,400,772.04 and is included in the total project budget of $16,743,311.90. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: Regi Goff

Attachments:
Southeast High School - New Science Building - Project Summary Sheet
Southeast High School - New Science Building - Change Order 7

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	Pending	Direct Material Purchase Reconciliation
TOTAL	11,400,772.04			

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			

RECEIVED
FEB 02 2024
Dept. Construction Services

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: 7

CHANGE ORDER DATE: 1/22/2024

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:

Unused DMP Materials - Drywall - Gator Gypsum	PO00094660 - Original CO #04	$	15,029.23
Unused DMP Materials - Stucco - L&W Supply	PO00093938 - Original CO #04	$	131.33
Unsued DMP Materials - Concrete - Cemex	PO00087721 - Original CO #03	$	331.46
Unused DMP Materials - Rebar - Stuart Building Products	PO00087537 - Original CO #03	$	6.57
Unsued DMP Materials - Masonry - Titan America	PO00087536 - Original CO #03	$	855.40

Total of Summary $ 16,353.99

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	$	(1,861,649.44)
The Guaranteed Maximum Price prior to the Change Order was	$	11,384,418.05
The Guaranteed Maximum Price will be increased by this Change Order	$	16,353.99
The new Guaranteed Maximum Price including this Change Order will be	$	11,400,772.04
The Contract time will be unchanged		
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 Construc	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
100 Madison Street, Suite 200	5391 Lakewood Ranch Blvd. N #200	1 Matzke Way
Tampa, FL 33602	Sarasota, FL 34240	Bradenton, FL 34208
By: Angela Hendershot	By: Jodi Dressig	By:
Date: 01.31.2024	Date: Jodi Dressig 2024.01.31 14:28:47-05'00'	Date:

AGENDA ITEM NO. 11.12

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Parkwood Dental I, LLC for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Parkwood Dental I, LLC

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 Parkwood Dental I, LLC for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 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:
MTC Affiliation Agreement, Parkwood Dental I LLC, Board Date 022724

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Parkwood Dental I, LLC

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **Parkwood Dental I, LLC, a Florida Limited Liability Company**, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, 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 the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. 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 Assistant Director of the College and the Coordinator. 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 the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

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 by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **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.

6. **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. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, 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. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

7. **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.

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **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, 2026. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2026.

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.

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

G. Indemnification: Affiliate 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 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.

H. 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.

I. 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

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

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

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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, Parkwood Dental I, 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 4/24/2024

By: _____
(Affiliate Authorized Signature)

Title: Owner - Parkwood Dental

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

Dr. Jason Wysong
SUPERINTENDENT
** * **
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Parkwood Dental I, LLC

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

Jennifer Gilray, Ed.D.
Assistant Director

CERTIFICATE OF LIABILITY INSURANCE

12/05/2023

PRODUCER/AGENT

All South Professional Liability
9800 4th Street North Suite 400
St Petersburg, FL 33702
Phone: 800-913-9260 Fax:

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Oscar Hernandez, Jr., DMD, PA
2620 48 Ave West
Bradenton, FL 34207

INSURER A: American Casualty Company of Reading, Pennsylvania
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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

INSRLTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY FFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	Not Included
	☐ COMMERCIAL GENERAL LIABILITY				TENANTS' LEGAL LIABILITY	Not Included
	☐ CLAIMS MADE ☐ OCCURRENCE				MED EXP (Any one person)	Not Included
	☐ _____				PERSONAL & ADV INJURY	Not Included
	☐ _____				GENERAL AGGREGATE	Not Included
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS – COMP/OP AGG	Not Included
	☐ POLICY ☐ PROJECT ☐ LOC					
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	
	☐ ANY AUTO				BODILY INJURY (Any one person)	Not Included
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	Not Included
	☐ SCHEDULED AUTOS					
	☐ HIRED AUTOS				PROPERTY DAMAGE (Per accident)	
	☐ NON-OWNED AUTOS					
	☐ _____					
	GARAGE LIABILITY				AUTO ONLY–EACH ACCIDENT	
	☐ ANY AUTO				EA ACC	
	☐ _____				OTHER THAN AUTO ONLY: AGG	
	EXCESS LIABILITY				EACH OCCURRENCE	
	☐ CLAIMS MADE ☐ OCCURRENCE				AGGREGATE	
	☐ DEDUCTIBLE					
	☐ RETENTION $					
					/	/ /
	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATUTORY ☐ OTHER	
					E.L. EACH ACCIDENT	
					E.L. DISEASE – EACH EMPLOYEE	
					E.L. DISEASE – POLICY LIMIT	
A	OTHER Med. Malpractice Retroactive Date:	DPA 0653251779 12/29/2006	12/06/2023	12/06/2024	Per Claim: Aggregate:	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Insured Dentist: See Attached Schedule

Retro Date: See Attached Schedule

Insured Location: See Attached Schedule

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER: ____

CANCELLATION

THIS CERTIFICATE IS PROVIDED AS PROOF THAT A POLICY OF INSURANCE IS OR HAS BEEN IN FORCE. IT IS NOT A GUARANTEE THAT THIS COVERAGE CONTINUES IN FORCE. FURTHERMORE, AS A CERTIFICATE HOLDER, YOU WILL NOT BE PROVIDED WITH NOTICE SHOULD THE INSURANCE COVERAGE DESCRIBED BE TERMINATED.

Jeni Valentine

All South Professional Liability

Dentist's Advantage

Certificate of Liability Insurance
Schedule of Named Insureds

THIS CERTIFICATE IS SUBJECT TO ALL THE CONDITIONS SHOWN ON PAGE 1 OF THIS FORM

POLICY NUMBER: DPA 0653251779 **EFFECTIVE DATE:** 12/06/2023

INSURED: Oscar Hernandez, Jr., DMD, PA
2620 48 Ave West
Bradenton, FL 34207

Schedule of Named Insureds:

Seq #	Dentist's Name	Retro Date
1	Oscar Hernandez, Jr, DMD	04/15/1995
2	Thao T Nguyen, DMD	06/21/2019
3	Oscar J Hernandez, DMD	06/21/2019

Certificate of Liability Insurance
Schedule of Locations

THIS CERTIFICATE IS SUBJECT TO ALL THE CONDITIONS SHOWN ON PAGE 1 OF THIS FORM

POLICY NUMBER: DPA 0653251779 **EFFECTIVE DATE:** 12/06/2023

INSURED: Oscar Hernandez, Jr., DMD, PA
2620 48 Ave West
Bradenton, FL 34207

Schedule of Locations:

Seq #	Description of Locations
1	2620 48 Avenue West Bradenton, FL 34207
2	5315 4th Ave Circle East Bradenton, FL 34208

DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Limited Liability Company
PARKWOOD DENTAL I, LLC

Filing Information

Document Number	L22000006217
FEI/EIN Number	92-1634030
Date Filed	12/28/2021
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	01/09/2023

Principal Address

2620 48TH AVENUE WEST
BRADENTON, FL 34207

Mailing Address

2620 48TH AVENUE WEST
BRADENTON, FL 34207

Registered Agent Name & Address

hernandez, jodie
802 11TH STREET WEST
BRADENTON, FL 34205

Name Changed: 01/09/2023

Authorized Person(s) Detail

Name & Address

Title MGR

HERNANDEZ, OSCAR, JR.
2620 48TH AVENUE WEST
BRADENTON, FL 34207

Annual Reports

Report Year	Filed Date
2022	01/09/2023
2023	01/09/2023

Document Images

01/09/2023 -- REINSTATEMENT	View image in PDF format
12/28/2021 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 11.13

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School District of Manatee County and Family Dentistree of Sarasota, Inc. for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years (No Financial Impact)

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Family Dentistree

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 Family Dentistree of Sarasota, Inc. for clinical experience for Manatee Technical College (MTC) Dental Assisting students for the 2023-2026 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:
MTC Affiliation Agreement, Family Dentistree, Board Date 022724

The School District of Manatee County, Florida
Affiliation Agreement for Clinical Practice
with Family Dentistree of Sarasota, Inc.

This Agreement is entered into by and between The School District of Manatee County, Florida, (District) and **Family Dentistree of Sarasota, Inc.,** a Florida profit corporation, (Affiliate).

WHEREAS, it is of mutual interest and benefit to District and Affiliate that the students enrolled in any of the District's Health Science Programs at Manatee Technical College (College) are provided the opportunity and benefit of clinical experience provided by Affiliate (Experience) at any location of Affiliate (Locations).

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. **Educational Services and Coordinator:** District shall provide Affiliate with students enrolled in any of the District's Health Science Programs who have demonstrated a basic level of proficiency and ability to perform technical skills as required by their specific program (Students). District shall also provide the requisite instruction, supervision and guidance to Students as appropriate and required for the clinical phase of their respective program. District hereby authorizes the Director of the College programs to designate one or more coordinators to oversee the Experience on behalf of the District (Coordinators). The Coordinators shall 1) make periodic visits to the Locations, 2) upon request, provide evidence of all initial and periodic reasonable background checks, health screens and drug tests that are conducted or obtained by, or are verified as acceptable to Affiliate, 3) collaborate with assigned Affiliate personnel at the Locations to ensure that Students meet identified curriculum competencies. The Coordinators shall have the authority, after consultation with Affiliate's representative at the Location, to remove the Student from the Experience, if deemed appropriate at the Coordinator's sole discretion.

   B. **Patient Records:** The District shall ensure that all required patient records relating to the educational services rendered by its personnel and students are prepared and maintained in accordance with applicable Florida and Federal law and any other requirements that may be imposed by Affiliate or any applicable Payor. All such records shall be delivered to and maintained by District and in accordance with its policies and procedures. The District shall ensure that its personnel and Students at all times maintain the confidentiality of medical records in accordance with applicable laws and regulations.

2. **AFFILIATE RESPONSIBILITIES:** Affiliate shall perform all of the following duties and obligations with due diligence, care, and in good faith:

A. Personnel of Affiliate will recognize Students as participants in the Experience, 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 the District that it is licensed and fully accredited by an appropriate accrediting body and that the individuals responsible for direction of Students are licensed/certified in the State of Florida.

C. Affiliate shall not compensate Students for their participation in the Experience.

D. Affiliate shall provide adequate time for orientation of Students to the Location(s).

E. Affiliate shall ensure that Students, when participating in the Experience at any Affiliate Location, will at all times be under the direct supervision by designated personnel who is/are licensed/certified by the State of Florida.

F. Affiliate shall ensure that all assignments for Students at Locations shall comply with the applicable prevailing professional standards of care and that all applicable state statutes, ratios, guidelines shall be followed by Affiliate.

G. Affiliate shall, at the end of the Experience for each of the Students, complete an evaluation for each individual student in terms of their personal abilities, knowledge and performance of skills. The evaluation report will be developed, in collaboration with the Coordinator, by an employee designated by Affiliate who has direct knowledge of the student's performance in the area in which the student gains experience.

H. 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 Assistant Director of the College and the Coordinator. 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 the District and specifically the Coordinator.

I. Affiliate and District agree that Students will be subject to the rules and regulations of Affiliate. Affiliate shall have the right to discontinue the training of any Students at its Locations, upon consultation with the Coordinator.

J. Affiliate and District agree that Students may be scheduled for assignment during regular operating hours of Affiliate.

K. Affiliate accepts ultimate responsibility for the quality of patient care.

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 by its facility and its personnel with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment.

4. **PROVISION OF EDUCATIONAL EXPERIENCE:** Affiliate shall, as a part of and in furtherance of the Experience, provide the following:

   A. Observational educational and practice experiences in the patient units and clinics and in other departments.

   B. Orientation of the Students and District personnel to the Locations, physical facilities, policies, and procedures of Affiliate and Locations, as required.

   C. Use and/or patronage of any Affiliate cafeterias or similar areas at Locations by Students and District personnel, if available, at the sole cost and expense of the user/patron.

   D. Proof acceptable to the District that Locations and facilities of Affiliate are properly licensed and fully accredited by the appropriate accrediting body and that the individuals responsible for directing Students are properly licensed in the State of Florida.

5. **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.

6. **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. Affiliate shall be responsible for implementing the post-exposure protocols in Exhibit A. Neither the District, College, 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. The District shall be responsible for compliance by the District and the School, by their respective personnel, and by the Students with any state or federal statutes, regulations, rulings or orders related to safe work practices and environment. District and Affiliate shall follow the post-exposure evaluation protocols established in Exhibit A and shall require their respective personnel and Students to comply with same.

7. **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.

8. **INDEPENDENCE OF THE PARTIES:** In the performance of their separate businesses, it is understood and agreed by Affiliate and District that each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between District and Affiliate other than that of independent entities contracting with each other solely for the purpose of achieving the provisions of this Agreement. The parties hereto shall be considered to be independent, and neither of them, nor any of their respective representatives, employees or agents shall be construed to be the agent, employee, servant or representative of the other.

9. **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, 2026. The parties may agree to mutually extend the Agreement for a period of three additional years in writing on or before June 30, 2026.

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.

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

G. Indemnification: Affiliate 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 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.

H. 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.

I. 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

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

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

T. 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.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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, Family Dentistree of Sarasota, 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 1/24/2024

By: S. Lance Tebbs B.S DDS

(Affiliate Authorized Signature)

Title: General Dentist

EXHIBIT A

POST-EXPOSURE PROTOCOLS FOR STUDENT EXPOSURES TO BLOODBORNE PATHOGENS AT AFFILIATE

Student Exposure to Bloodborne Pathogens

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

School District of Manatee County

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

Dr. Jason Wysong
SUPERINTENDENT
* * *
215 MANATEE AVENUE WEST
BRADENTON, FL 34205
TELEPHONE (941)708-8770
FAX (941)708-8686

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

Notification Letter for Adult Health Occupation Student

Date: _____

Instructor: _____ Class: _____

Dear Student:

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

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

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

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

Please call your instructor if you have any questions.

_____
Signature

_____
Health Care Facility

TO BE COMPLETED BY THE ADULT HEALTH OCCUPATION STUDENT

I, _____, acknowledge receipt of this letter.

_____ _____
Adult Health Occupation Student's Signature Date Signed

Rev. 07/19/23

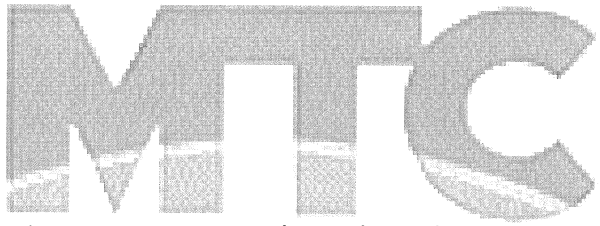
MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Family Dentistree



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

MANATEE TECHNICAL COLLEGE

Jennifer Gilray, Ed.D.
Assistant Director

PROFESSIONAL PROTECTOR PLAN FOR DENTISTS | PPP

PROFESSIONAL PROTECTOR PLAN ®

PROFESSIONAL LIABILITY COVERAGE PART
DENTISTS/ORAL SURGEONS CLAIMS-MADE

DECLARATIONS

NOTICE: YOUR PROFESSIONAL LIABILITY INSURANCE IS WRITTEN ON A "CLAIMS MADE" BASIS AND PROVIDES COVERAGE FOR THOSE CLAIMS WHICH ARE THE RESULTS OF DENTAL INCIDENTS OCCURRING SUBSEQUENT TO THE PRIOR ACTS DATE STATED BELOW AND WHICH ARE FIRST MADE AGAINST YOU WHILE THIS INSURANCE IS IN FORCE. PLEASE DISCUSS THIS WITH YOUR AGENT.

Policy Number	From	Policy Period	To	Coverage Is Provided By
D006820-26	**03/01/2023**		**03/01/2024**	**Aspen American Insurance Company**

Named Insured and Address	National Administrator
John Hall, Jr, DDS, James Miller, DMD, Anthony Leonards, DMD & S Lance West, DDS **3850 South Osprey Avenue** **Sarasota, FL 34239**	**B & B Protector Plans Inc.** **P.O. Box 173569** **Tampa, FL 33672-3569** State Administrator **Professional Services Plans - Florida** **P.O. Box 173689,** **Tampa FL - 33672**

Limits of Liability		Coverage
$1,000,000	Each Claim	Professional Liability
$3,000,000	Aggregate	
Included		Personal Injury Liability & Advertising Injury Liability
$10,000	Each Person	First Aid
$25,000	Each Claim	Employment Practices Liability Coverage Defense
$25,000	Aggregate	

PRIOR ACTS DATE **see schedule**

Florida Fire College Trust Fund $6
Florida FEMPA Trust Fund $4
2022 FIGA Assessment Surcharge $113.82
2022-2023 FIGA Assessment Surcharge $211.38

$335.20 **Total Policy Taxes and Surcharges**

$16,595.20 Policy Premium

Printed Endorsements Attached At Policy Issuance - See Attached Schedule of Endorsements

This policy shall not be valid unless countersigned by a duly authorized representative of the company.

Bruce Esky — President

Secretary

Countersigned By Pamela Hall
Authorized Representative

Issue Date: 01/09/2023 08:53:00 AM Renewal
JWILLIAMSO



Detail by Entity Name

Florida Profit Corporation
FAMILY DENTISTREE OF SARASOTA, INC.

Filing Information

Document Number	F33651
FEI/EIN Number	65-0044366
Date Filed	05/06/1981
State	FL
Status	ACTIVE
Last Event	RESTATED ARTICLES AND NAME CHANGE
Event Date Filed	02/26/1999
Event Effective Date	NONE

Principal Address

3850 S. OSPREY AVE
SARASOTA, FL 34239

Changed: 01/16/2008

Mailing Address

3850 S. OSPREY AVE
SARASOTA, FL 34239

Changed: 01/16/2008

Registered Agent Name & Address

Thomas C. Tyler, Jr., P.A.
735 E. Venice Ave., Suite 200
Venice, FL 34285

Name Changed: 02/20/2020

Address Changed: 02/20/2020

Officer/Director Detail

Name & Address

Title P

MILLER, JAMES R
3850 S. OSPREY AVE
SARASOTA, FL 34239

Title VP

WEST, SHERWOOD L
3850 S OSPREY AVE
SARASOTA, FL 34239

Title TR, Secretary

LEONARDS, ANTHONY J
3850 S OSPREY AVE
SARASOTA, FL 34239

Annual Reports

Report Year	Filed Date
2022	02/10/2022
2023	01/07/2023
2024	01/12/2024

Document Images

01/12/2024 -- ANNUAL REPORT	View image in PDF format
01/07/2023 -- ANNUAL REPORT	View image in PDF format
02/10/2022 -- ANNUAL REPORT	View image in PDF format
01/23/2021 -- ANNUAL REPORT	View image in PDF format
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09/10/2019 -- ANNUAL REPORT	View image in PDF format
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02/09/2017 -- ANNUAL REPORT	View image in PDF format
03/08/2016 -- ANNUAL REPORT	View image in PDF format
01/14/2015 -- ANNUAL REPORT	View image in PDF format
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01/17/2013 -- ANNUAL REPORT	View image in PDF format
02/14/2012 -- ANNUAL REPORT	View image in PDF format
01/19/2011 -- ANNUAL REPORT	View image in PDF format
06/22/2010 -- ANNUAL REPORT	View image in PDF format
03/23/2009 -- ANNUAL REPORT	View image in PDF format
01/16/2008 -- ANNUAL REPORT	View image in PDF format
04/24/2007 -- ANNUAL REPORT	View image in PDF format
04/17/2006 -- ANNUAL REPORT	View image in PDF format
04/22/2005 -- ANNUAL REPORT	View image in PDF format
02/27/2004 -- ANNUAL REPORT	View image in PDF format
02/13/2003 -- ANNUAL REPORT	View image in PDF format
04/23/2002 -- ANNUAL REPORT	View image in PDF format
04/10/2001 -- ANNUAL REPORT	View image in PDF format

02/01/2000 -- ANNUAL REPORT	View image in PDF format
04/21/1999 -- ANNUAL REPORT	View image in PDF format
02/26/1999 -- Restated Articles & Name Chan	View image in PDF format
02/13/1998 -- ANNUAL REPORT	View image in PDF format
04/16/1997 -- ANNUAL REPORT	View image in PDF format
05/09/1996 -- ANNUAL REPORT	View image in PDF format
05/01/1995 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 11.14

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Memorandum of Understanding (MOU) for Project Parasol: ESOL Paraprofessional to Teacher Pipeline with the University of South Florida (No Financial Impact)

Executive Summary
The Memorandum of Understanding (MOU) defines the Project Parasol Grant which was awarded to the University of South Florida (USF) by the Office of English Language Acquisition from the United States Department of Education. The Project Parasol Grant is designed to provide a pathway for School District of Manatee County ESOL Paraprofessionals to receive coursework needed to qualify to become classrooms teachers. This grant provides tuition, materials, and a stipend to participants leading to an education degree from USF. This will allow the District to hire current employees as classroom teachers to help mitigate the teacher shortage.

This MOU was approved by Mr. Stephen Dye.

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

Ready For Life | Goal 3
Provide unique and highly personalized support for English Language Learners

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 Memorandum of Understanding (MOU) for Project Parasol: ESOL Paraprofessional to Teacher Pipeline with the University of South Florida (No Financial Impact).

Financial Impact
There will be no cost to the General Fund.

Contact
Submitting Department: Federal Programs and Grants
Initiated by: Debra Estes, Jenny Rodriguez

Attachments:
USF_Manatee School Board_MOU_Parasol_USF Executed

DocuSign Envelope ID: EF9DC4F5-2CB6-451D-95B7-AAD3B4C7AFB6

Memorandum of Understanding

This memorandum of understanding dated 5 December 2023 between THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, a public body corporate ("**USF**") and SCHOOL BOARD of MANATEE COUNTY, a public body.

The purpose of this collaboration is to support the grant entitled **"Project Parasol: ESOL Paraprofessional to Teacher Pipeline"** funded by the US Department of Education under award number T365Z220078.

USF's College of Education ("**COEDU**") and School Board of Manatee County will collaborate to help School District of Manatee County (SDMC) ESOL paraprofessionals earn a Bachelor of Science degree in Education or related from USF along with an ESOL endorsement, reading endorsement, and teaching credentials.

Funded by the Office of English Language Acquisition (OELA) National Professional Development (NPD), as many as 60 SDMC paraprofessionals will receive funds for USF tuition scholarship, financial support and stipend payments, and professional development to support them while they earn a BS and teaching credentials from USF.

Project Parasol will enroll 30 SDMC paraprofessionals in 2023 and 30 SDMC paraprofessionals in 2024. This collaboration between COEDU and SDMC presents a unique opportunity to recruit and retain more ESOL endorsed teachers in the district.

This memorandum is not intended by the parties to be legally binding and does not obligate either party to provide any funding or in-kind support to the other party in support of this collaboration.

Article I
Scope of Work

From COEDU:

- Provide services including classes, advising, and professional development services for SDMC paraprofessionals enrolled in Project Parasol.

From the School Board of Manatee County:

- Accommodate flexible scheduling when needed for SDMC paraprofessionals enrolled in Project Parasol classes to allow for internship placements.
- Coordinate internship placements for SDMC paraprofessionals pre-service teacher candidates enrolled in Project Parasol.
- Provide services including advising, and professional development services for SDMC paraprofessionals enrolled in Project Parasol.

Article II
Period of the Performance

The period of performance for this collaboration is from January 08, 2024 to August 31, 2027. The performance period may be extended by mutual written acknowledgement of parties.

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Article III
Termination of Collaboration

Either USF or School Board of Manatee County may terminate this collaboration without cause by delivering written notice to the other party at least thirty days prior to the date on which the termination is to be effective.

Article IV
Modification

This collaboration may be amended or modified by a written instrument executed by the duly authorized representatives of the parties' hereto. Similarly, no agreement that affects the provisions of this collaboration shall be valid unless in writing and executed by USF and School Board of Manatee County.

The parties are signing this memorandum of understanding as of the date stated in the introductory paragraph.

THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES

Stephanie Rios

Digitally signed by Stephanie Rios
Date: 2024.02.07 10:14:53 -05'00'

Stephanie Rios, Director, Sponsored Research
University of South Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
Timothy C. Mays, Jr.
USF ATTORNEY

Read and acknowledged:

Terry Osborn, Principal Investigator
University of South Florida

DocuSigned by:
R Anthony Rolle
D9F5261D234F40F...

Anthony Rolle, Dean
University of South Florida

SCHOOL DISTRICT MANATEE COUNTY SCHOOL BOARD

Jason Wysong, Superintendent
School District Manatee County

Chad Choate, Chair
School Board of Manatee County

AGENDA ITEM NO. 11.15

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Memorandum of Understanding (MOU) between the School District of Manatee County and Learning Ally for the 2023-2024 School Year. (No Financial Impact)

Executive Summary
Approval of the Memorandum of Understanding (MOU) between the School District of Manatee County and Learning Ally for the purpose of identifying students at high risk of Dyslexia or moderate to severe word-level problems through a newly developed longitudinal pre-literacy and reading assessment.

This pilot program anticipates 2 phases beginning in March 2024 and ending in June 2024 at three (3) Elementary schools in the School District of Manatee County. The participating schools are Palmetto Elementary, Marjorie G. Kinnan Elementary and Jessie P. Miller Elementary. Learning Ally will provide all necessary information and materials for communication with families and school staff and will work with Research Coordinator(s) to ensure: proctors meet all requirements to enter school campus, program is validly implemented with as little disruption to regular school functions, and will provide a $500.00 stipend or a professional learning session to support effective literacy instruction for all schools who complete the screener in appreciation for each school's participation in the program.

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

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

Recommendation
The Superintendent recommends approval of the Memorandum of Understanding (MOU) between the School District of Manatee County and Learning Ally for the 2023-2024 School Year (No Financial Impact).

Financial Impact
There is no cost to the General Fund.

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

Attachments:
MOU between SDMC and Learning Ally

Learning Ally

Agreement to Participate in the:

Florida Early Literacy Screener Program

PROJECT PURPOSE

This project aims to better identify students at high risk for moderate to severe word-level problems who are in need of early intervention by piloting an early literacy screening and early intervention application to be used in public elementary schools. Ultimately, the screener will become part of a larger integrated assessment and intervention platform with an ability to provide curriculum support, train educators on potential educational interventions, and collect and organize data for reporting on outcomes.

PROJECT JUSTIFICATION

Current early-elementary dyslexia screeners directly measure the foundational reading skills that are predictive of whether students will struggle with word recognition, spelling, or decoding on norm-referenced assessments at the end of their academic year. These screeners are successful at identifying students at risk; however, they often falsely label large groups as needing intensive interventions (high false-positive). This can be costly and can lead to many children receiving unnecessary intervention. This includes difficulty assessing English Language Learners.

PROJECT OBJECTIVE

This program will contribute to identifying students at high risk of dyslexia or moderate to severe word-level problems through a newly developed longitudinal pre-literacy and reading assessment and integrate novel assessments of learning strengths and challenges as research confirms their accuracy. The program will also provide individual calculation of risk which will be able to be modified and tailored to school curriculum modifications, identifying new targets of intervention pertaining to the diverse struggles of students with dyslexia or word-level problems. It will also determine how to identify strengths as well as challenges.

Pilot Program Expectations

The research pilot program anticipates 2 phases beginning in Winter 2023 and ending in June 2024.

Assessment Development and Validation

Purpose: To determine how to calculate reading risk categories with the digital screener and begin to ascertain which elements are valid. This process includes identifying a sample of students in grades K, 1, and 2 who are representative of students in Florida and engaging them in the screener at 2 separate times during the school year to collect data and compare it to existing gold standard measures in order to determine validity of assessment assets.

Web-Based Screener Validation of English language screener items
School Year 2023-2024

Total Time Commitment: Per student, two thirty minute sessions over three time points during the school year in each participating school.

Agreement

This Memorandum of Understanding ("MOU") is entered into on this day February 27 (date), 2024 between School District of Manatee County (School/District) and Learning Ally, two independent organizations with complementary missions. The parties agree to carry out the tasks as outlined below for the specific purpose of successfully completing a valid research pilot program.

The District/School will:

- Confirm that they are in compliance with their policies on participation in Research.
- Designate a Research Coordinator who will serve as the primary point of contact and coordinate all tasks associated with the pilot program.
- Research Coordinator will work with study team to
    - Provide rosters and student information in a secure manner, in compliance with selected demographic data as requested and as legal under school, district, state, university, and federal requirements.
    - Determine dates and times for study sessions
    - Ensure access to quiet space for testing, and access to wifi

Learning Ally will:

- Provide all necessary information and materials for communication with families and school staff
- Work with Research Coordinator to
    - Ensure proctors meet all requirements to enter the school campus
    - Ensure study is validly implemented with as little disruption to regular school functions as possible
    - Provide a $500 stipend or a professional learning session to support effective literacy instruction for all schools who complete the Screener at no cost in appreciation for each school's participation in the program.

General:

Both organizations agree to work together to ensure the best possible outcomes for the pilot program.

No party shall have any authority to act on behalf of or obligate the other party.

No party assumes any liability whatsoever for any decision, action, or omission taken by either party at any time prior to, during or after the term of this MOU.

This MOU shall be in operation until June 30, 2024, at which time it may be amended with mutual agreement of all parties.

Participant Information:

Participating School	Participating District	Onsite Research Leader	School Principal(s)
Kinnan Elementary	Manatee		Melissa Porco
Miller Elementary	Manatee		Debbie Riley
Palmetto Elementary	Manatee		Billie-Jo Tyne-Fintel

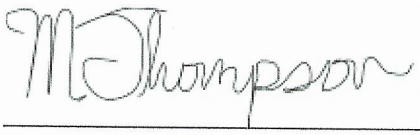
The parties have caused this MOU to be duly executed as of the day and year first written above.

Participant Representative

Designee Name & Title

Date

Learning Ally



Marissa Thompson, Innovation Program Manager

February 15, 2024

Date

SCHOOL DISTRICT OF MANATEE COUNTY

Rider to Agreement

TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the agreement to which this Rider is attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the agreement and the terms of this rider, this rider shall control.**

2. **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. 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.

3. **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. **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 Statues.

5. **INSURANCE:** The Contractor shall furnish the District 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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

18. **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 11, Termination for Convenience.

19. **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.

20. **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 Learning Ally, Erin Walker 20 Roszel Road Princeton, NJ 08540
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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

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

27. **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.

28. **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.

29. **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.

30. **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.

31. **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.

32. **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.

33. **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.

34. **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.

35. **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: 1759462

36. **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.

37. **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.

38. **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).

39. **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 as may be amended from time to time.

40. **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.

41. **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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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.	
Learning Ally CONTRACTOR/COMPANY NAME	20 Roszel Road Princeton, NJ 08540 ADDRESS
PHONE 1-800-221-4792	EMAIL ewalker@learningally.org
TYPE OR PRINT NAME Erin Walker	TITLE Vice President, Innovation and Impact Programs
THE SCHOOL DISTRICT OF MANATEE COUNTY	215 MANATEE AVE. WEST, BRADENTON, FL 34205 ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE

SIGNATURES

Erin Walker 1/30/24 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

CONTRACTOR INFORMATION FORM

CONTRACTOR NAME: Learning Ally

TELEPHONE NUMBER: 1-800-221-4792

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
Walker, Erin	11/29/27	
Delancy, Chelsea	11/29/27	
Green, Sarah	11/29/27	
Foye, Noelle	11/29/27	
Albury, Jack	01/25/28	
Swint, Priscilla	1/16/28	
Okungbowa, Precious	11/29/27	
Mould, Kimberley	11/30/27	
Mells, Chanedra	11/30/27	
Damico, Jessica	11/29/27	

Contractor/Contractor Disqualifiable Offenses:

- Any offense listed in s. 943.0435.

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. 11.16

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Letter Agreement with Aon Consulting, Inc., for 2023 RxDC Submission Support Services. (Health Fund)

Executive Summary
Under Section 204 (of Title II, Division BB) of the Consolidated Appropriations Act of 2021, insurance companies and employer-based health plans must submit information about prescription drugs and health care spending to the Centers for Medicare and Medicaid Services (the federal agency responsible for collecting data on behalf of the Departments of Health and Human Services, the Department of Labor, the Department of Treasury, and the Office of Personnel Management). This data submission is called the RxDC report. "Rx" stands for prescription drug and "DC" stands for data collection. The RxDC report contains information about prescription drugs and spending on health care services and premiums paid by members and employers. Aon will collect all necessary data and submit this required RxDC report on behalf of the School District of Manatee County to the Centers for Medicare and Medicaid Services.

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

Recommendation
The Superintendent recommends the approval of the letter agreement with Aon Consulting, Inc., for 2023 RxDC Submission Support Services.

Financial Impact
The financial impact is $8,500 for one year assignment and will be funded by the District Health Fund.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
Rider - Aon and District - PJD - 2-23-2024 (Added 2/23/2024)
Final Letter Agreement - 2-27-2024

EXHIBIT B
RIDER TO THE AGREEMENT

This Rider ("Rider") is made by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, body corporate, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as the "Client or District" and AON CONSULTING, INC., a New York corporation, whose mailing address is 200 E Randolph Street, Chicago, Illinois 60601, hereinafter referred to as "Aon or Contractor." This Rider is an Exhibit to and incorporated into that certain letter agreement (the "Agreement") between the Client and Aon to which this Rider is attached.

The Parties hereby mutually agree as follows:

1. The terms of this Rider are more fully set forth on the following pages. Once signed by both parties, this Rider and the Agreement to which it is attached shall be effective.

2. The Agreement and this Rider are not subject to the terms of the 2021 Master Services Agreement between the Parties (2021 MSA).

3. The Agreement and this Rider contain the terms and conditions which govern the services set forth in exhibit A of the Agreement.

4. The 2021 MSA is not subject to the terms of this Rider or this Agreement.

5. Execution of this Rider and Agreement does not alter the terms of the 2021 MSA.

6. This Rider must be signed below by authorized representatives of the parties. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

The School Board of Manatee County	**Aon Consulting, Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

SCHOOL DISTRICT OF MANATEE COUNTY

GENERAL TERMS AND CONDITIONS:

1. **CONFLICTING TERMS: Notwithstanding any provision to the contrary in the Letter Agreement to which the General Terms and Conditions of this Rider are attached and made a part of, the parties hereby agree that in the event of a conflict between the terms of the Letter Agreement and the terms of this General Terms and Conditions of this Rider, the General Terms and Conditions of this Rider shall control.**

2. **COMPLIANCE WITH JESSICA LUNSFORD ACT:** Contractor and their subcontractors shall comply with applicable provisions of the Jessica Lunsford Act (JLA). Contractor/subcontractor shall comply with applicable provisions of 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.

   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. **INSURANCE:** The Contractor shall furnish the District with proof of:
   (1) Statutory Limits of Worker's Compensation in compliance with Chapter 440, Florida Statute, if required.
   (2) Commercial General Liability Insurance in an amount equal to $1,000,000.00 per occurrence/ $2,000,000.00 in the aggregate. Contractors' policy includes coverage for bodily injury, property damage, advertising, and personal injury, products/completed operations, contractual liability and cross-liability. The District shall be listed as an additional insured via blanket endorsement.
   (3) a. Automobile Liability Insurance in an amount equal to or $1,000,000.00 per person.
   b. Automobile Liability Insurance equal to $1,000,000.00 per occurrence for property damage or $1,000,000.00 combined single limit.
   (4) Independent Contractors Endorsement It is understood that Contractor will obtain information on coverages of all independent/subcontractors in the same form as specified commensurate with the nature of the services being performed by independent/subcontractor(s).

   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.: Contractor will provide The School District of Manatee County, Florida, written notice 30 days in advance of the effective date of any adverse reduction in or cancellation of this policy. Contractor shall 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. **OBLIGATIONS:** The District will maintain in compliance with applicable law any and all benefit plan legal documents related to the Services in the Letter Agreement. The District is responsible for the accuracy and completeness of any and all information that is submitted to Contractor. Contractor is not a fiduciary within the meaning of the Employee Retirement Income Security Act (ERISA) or other legislation. Contractor has no discretion with respect to the management or administration of the District's employee benefit plans, and/or control or authority over any assets of the District's employee benefit plans, including the investment of those assets. All such discretion and control remain with the District and other fiduciaries to the District's employee benefit plans.

5. **INDEMNIFICATION:** Subject to the limitations on Contractor's liability contained in this Rider**,** Contractor shall defend, indemnify and hold harmless District, its officers, employees, and agents, and the School Board

of Manatee County, Florida, and its members (a "District Indemnified Party") from any and all liability, losses or damages, including attorneys' fees and costs of defense (a "Loss" or "Losses"), which a District Indemnified Party, 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 Contractor's breach of its obligations under the Letter Agreement or this Rider 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. Subject to the limitations on Contractor's liability contained in this Rider, 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. Any claim for indemnification under this Section 5 must be asserted before the date that is three (3) years following the date the claimant knew or reasonably should have known of the act or omission giving rise to the claim. The parties agree that each party's obligation to indemnify the other pursuant to this Section 5 is subject to each party's agreement to use reasonable efforts to mitigate its own, as well as the other party's, liability, damages, and other losses suffered in connection with and arising out of this Agreement.

The indemnification provisions of this Rider shall survive termination of the Letter Agreement for any claims that may be filed after the termination date of the Letter Agreement provided the claims are based upon actions that occurred during the performance of the Letter Agreement. Notwithstanding anything contained herein to the contrary, if any provision of this Rider, or the Letter 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.

6. **LIABIITY.**

(a) If a District Indemnified Party suffers Losses of any kind (regardless of whether such Loss is based on breach of contract, tort, strict liability, breach of warranties, failure of essential purpose, statutory liability or otherwise) as a result of Contractor's breach of its obligations hereunder, Contractor will be liable for Losses incurred up to an amount equal to the total fees paid or to be paid for the Services under the Letter Agreement.

(b) The limitations on Contractor's liability contained in Section 6(a) will not apply to Losses arising from: (i) Contractor's willful, fraudulent or criminal misconduct; or (ii) bodily injury, including death, or damage to tangible personal or real property incurred while Contractor is performing the Services and to the extent caused by the negligent or willful acts or omissions of Contractor's personnel or agents in performing the Services.

(c) In no event will either party be liable to the other party for incidental, consequential, special, or punitive damages (including loss of profits, data, business or goodwill, or government fines, penalties, taxes, or filing fees), regardless of whether such liability is based on breach of contract, tort, strict liability, breach of warranty, failure of essential purpose, statutory liability or otherwise, and even if advised of the likelihood of such damages.

(d) Notwithstanding the foregoing, Contractor will not be liable for any amounts for which the District or any of its employee benefits plans would have been responsible to pay irrespective of any act, error or omission by Contractor, including interest adjustments.

(e) To the extent permitted by law, all claims and Losses between the Parties relating to, directly or indirectly, or arising from services provided in the Letter Agreement (including the Services), however caused, regardless of the form of action and on any theory of liability, including contract, strict liability, negligence or other tort, shall be brought under the terms of the Letter Agreement and this Rider and shall be subject to the same.

6. **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.

7. **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.
8. **ACCESS TO AND RETENTION OF DOCUMENTATION:** Upon reasonable request (and in no event earlier than thirty days), the District may (up to one time annually) submit a questionnaire for Aon to complete to demonstrate its compliance with its obligations under the Letter Agreement or this Rider (an "Audit"). Upon performing an Audit, if the District finds sufficient reason for further inquiry, Contractor agrees to provide cooperate with the District and provide further substantiating documentation upon reasonable request. The parties will retain all required records, and records required under any state or federal rules, regulations or laws applicable to them in their individual capacities, for a period of five years after completion or termination of the Agreement.
9. **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.

10. **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.

11. **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.

12. **ASSIGNABILITY:** The parties may not assign this Agreement or any right or obligation of this Agreement without prior written consent of the other party.

13. **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 11, Termination for Convenience.

14. **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.

15. **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:	200 E Randolph St Chicago, IL, 60601 Attention Law Department
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.

16. **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.

17. **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.

18. **STANDARDS OF CONDUCT:** Contractor will remain in compliance with its Code of Business Conduct, which sets forth the principles and requirements that it will comply with during the term of the Letter Agreement, may be accessed at: https://www.aon.com/about-aon/corporate-governance/guidelines-policies/code-of-business-conduct.jsp.

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.

20. **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.

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.

22. **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.

23. **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.

24. **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.

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.

25. **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.

26. **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.

27. **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.

28. **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: _____

29. **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.

30. **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.

31. **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).

32. **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 as may be amended from time to time.

33. **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.

34. **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.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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	EMAIL
TYPE OR PRINT NAME	TITLE

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

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.

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.

1/18/2024

Joseph Ranaldi
School Board Of Manatee County
215 Manatee Ave West Bradenton,
Florida 34205

Subject: **RxDC Submission Support**

Dear Joseph,

The purpose of this letter agreement ("Agreement") is to confirm our recent conversations about the services Aon Consulting, Inc. ("Aon") will provide for School Board Of Manatee County ("Client"). Thank you for giving Aon the opportunity to work with you on this important project.

Services

This Agreement documents our scope of services ("Services") and related charges, which are more fully set forth in Exhibit A. The Services detailed herein, including any attached exhibits, may be performed by us or through us or through one of our agents or affiliates.

Client acknowledges that, in order for Aon to meet critical completion dates and operate within budget expectations, Client and any applicable Vendors of Client may need to coordinate and provide information requested by Aon at various intervals in a timely manner. Aon may need Client to facilitate any coordination with Vendors to help ensure the provision of Services can be completed in a timely manner.

Aon cannot commit to responding to data requests from Client's vendors within Vendors' timelines. While Aon will work with Vendors to provide data as part of the vendor coordination work, this may not be according to Vendors' data request deadlines. Further, Aon cannot guarantee any resolution if deadlines are not met. Aon is not responsible for any adverse outcomes due to missed Vendor data request deadlines.

In addition, Aon is not liable for the accuracy or timeliness of information provided by Client's Vendors to Aon, Client, or the Centers for Medicare and Medicaid Services ("CMS").

The federal deadline to submit RxDC files to the CMS portal for reference year 2023 is June 1, 2024. In order to submit applicable files on Client's behalf for 2023, Client and Client's Vendors must provide any required information no later than April 19, 2024.

Aon's professional services do not in any case include legal, investment, or accounting services, and Aon is not a fiduciary to Client's plans. The services and work product provided by Aon hereunder are provided solely for Client's internal use; they are not intended to be used or relied upon by third parties.

Compensation

2024 Submission for 2023 Reference Year

For completing the 2024 RxDC Submission Support services outlined in this Agreement, Client will pay to Aon a fixed fee of $8,500 per unique combination of group health plans and medical TPAs, plus associated out of pocket expenses. As detailed below, there is 1 unique combination of group health plans and medical TPAs covered, and fully insured plans are excluded for a total fee of $8,500. The fee applies without regard to the amount of time that Aon spends on the assignment. The fee will be invoiced upon submission completion.

Out-of-Pocket Expenses

Charges from third-party vendors for printing or production services on Client's behalf will be passed through to Client, as well as any sales or use tax that Aon becomes obligated to pay in connection with services provided on Client's behalf. At this time, Aon does not anticipate any third-party vendor fees.

If Client requires copies of files for transferring services to other service providers during or after this engagement, such services will be available based on Aon's standard hourly time-and-expense rates.

Scope

2023 Group Health Plans and Associated TPA and PBM in Scope for the 2024 RxDC Submission Support

The School District of Manatee County, Florida:

- Meritain Health (self-insured TPA)
- Granular (carved-out stop loss)
- Ventegra (carved-out PBM)

Submissions in Scope for the RxDC Submission Support

- 2024 Submission for 2023 Reference Year: Due June 1, 2024

Any additional medical carriers, legal plans, and/or submissions will require increased fees as outlined in the Compensation section.

Change In Scope

Please be aware that requested changes in the scope of services provided by Aon could result in an increase in fees and charges. Changes in the services or additional projects may also be included as part of this engagement, as mutually agreed to in writing or email by the parties. Changes in scope could include, but are not limited to, the following:

- Assignment of additional roles, responsibilities, or functions related to the plan; or
- Other factors which were not anticipated and increase the complexity of timing of plan operations, or which affect Aon's responsibilities or duties.

In the event that Client's operations or insurance programs substantially change by merger, acquisition, expansion, or other material change in scope and nature of exposures, Client will inform Aon, and Client and Aon will negotiate in good faith to revise this Agreement as appropriate. At this time, no changes are expected to fees shown in this contract.

Additional data collection and aggregation beyond the scope of Services in Exhibit A is excluded from the scope of this Agreement.

Terms & Conditions

The initial term of our Agreement will begin on January 1, 2024, and end on December 31, 2024. Aon's obligation to render services will terminate at the end of the Agreement.

The services may be terminated for cause by either party by providing thirty (30) days prior written notice, provided that such other party shall have the opportunity to cure any breach within such thirty (30) days. In addition, the services may be terminated by either party for convenience by providing the other party thirty (30) days written notice of such intent to terminate the services. If this Agreement is terminated prior to its initial end date, Client will be responsible for any properly incurred fees, and expenses through the date of termination. For services performed after the termination date of this Agreement, Aon will be entitled to receive compensation for services actually performed and related out-of-pocket expenses at the billing rates set forth in this Agreement or as otherwise agreed to in writing between the parties.

In addition to fees, Client will be responsible for travel-related and out-of-pocket expenses, that Aon has incurred on Client's behalf. At this time, Aon does not anticipate any travel-related or out-of-pocket expenses.

A 7% charge for miscellaneous expenses not directly allocable to each client (such as copying, postage, and

internal communication networks and databases) is added to all service fees provided.

Fees are due within thirty (30) days of the invoice date. You will promptly notify Aon of any questions regarding invoices so that we can expect timely payments. Interest on late payments will be assessed at 9% per annum.

With respect to any project, we retain all ownership rights to our existing and developed intellectual property, and any derivatives thereof. You are permitted to internally use our intellectual property for the intended purpose during the term of our engagement. Each party agrees to treat the other's information as confidential. You agree that we may use your name on our client list and related materials and acknowledge that we may de-identify and aggregate your information with other client data for statistical analysis in our services.

Should any errors in our work occur, we will correct our work product without any additional charge. In addition, to the extent we have failed to satisfy our obligations under this Agreement, our liability to you will not exceed the amount of compensation you paid for the work. As our sole responsibility under this Agreement is to you, you will be responsible for any third-party claims against you or us arising out of or in connection with the services. Third parties include your affiliates, the plans, any trustees and any employees, participants, or their representatives. If it is determined that any damages to such third parties resulted from our error, we will reimburse you for up to the amount set forth above.

This Agreement must be signed below by authorized representatives of the parties. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Any disputes under this Agreement will be governed by the internal laws of New York.

Please acknowledge your consent to these arrangements for this engagement by signing below. Please contact us with any questions or comments. We look forward to working with you and your team.

Sincerely,

Aon Consulting, Inc.
Amy Booher
Michelle Davidson
Kara Lesnikowski
Jeff Jinks

Accepted this_____day of_____, 2024

School Board Of Manatee County

By:_____

Name:_____

_____

Title: _____

_____

Aon Consulting, Inc.

By: _____

Name:_____

Title: _____

Exhibit A — Services to Be Provided

Defined Terms

- **CAA, 2021** means the Consolidated Appropriations Act, 2021 (Pub. L. 116-260) as enacted on December 27, 2020.
- **CAA, 2021 Transparency** means the transparency-related requirements under Division BB of the CAA, 2021 (Title I, No Surprises Act and Title II, Transparency).
- **Data Files:** The Data Files contain the medical plan and prescription drug plan data that plans must disclose in the RxDC submission. The Data Files, including the entities that create and submit the data, are as follows:
  - **Data File 1 (D1)** — Information on premium/premium equivalents, employee contributions, and covered life years. If the plan is fully insured, the insurer will create and submit the file. If the plan is self-insured, however, at least some medical TPAs have announced they will not create and submit the file, in which case the employer must create and submit the file, likely with support from their actuary or consultant.
  - **Data File 2 (D2)** — Information on health care spending by category. Medical insurers and TPAs will create and submit this file.
  - **Data File 3 (D3)** — Top 50 most frequently dispensed brand name drugs. PBMs will create and submit this file.
  - **Data File 4 (D4)** — Top 50 most costly drugs. PBMs will create and submit this file.
  - **Data File 5 (D5)** — Top 50 drugs with the greatest spending increase. PBMs will create and submit this file.
  - **Data File 6 (D6)** — Total prescription drug spend, fees paid, and rebates received. PBMs will create and submit this file.
  - **Data File 7 (D7)** — Prescription drug rebates by therapeutic class. PBMs will create and submit this file.
  - **Data File 8 (D8)** — Prescription drug rebates for the top 25 drugs. PBMs will create and submit this file.
- **Plan Files:** The Plan Files are as follows:
  - **Plan File 1 (P1).** This file applies only to individual health insurance plans and student health plans.
  - **Plan File 2 (P2) — Group Health Plans.** Employers that sponsor group health plans must submit information such as the plan name, plan number, and the number of members covered by the plan on December 31 of the reference year. Employers will want to ensure that the vendors' Data Files have the correct information for the P2 File by plan.
  - **Plan File 3 (P3).** This file applies only to the Federal Employee Health Plan.
- **Narrative Response:** The Narrative Response is a Word or PDF document by a reporting entity that explains how the reporting entity derived the information in the Data Files.
- **Insurer** means the medical plan insurance issuer/administrator for fully insured group health plans.
- **Medical Third-Party Administrator (TPA)** means the medical plan's claims administrator for self-insured group health plans.
- **Pharmacy Benefit Manager (PBM)** means the prescription drug claims administrator for self-insured group health plans.
- **RxDC (Prescription Drug Data Collection): Also known as CAA, 2021 Transparency Section 204.** The RxDC process requires employer group health plans and insurers to report medical, prescription drug, and premium/premium equivalent data to CMS for calendar years ("reference years"). The first RxDC submission is due December 27, 2022, for both the 2020 and 2021 reference years. Thereafter, the RxDC submission is due June 1 after the end of the reference year (e.g., the 2023 reference year submission is due June 1, 2024).
- **Vendor** means a TPA, PBM, or Insurer.

Services Included in this Agreement — RxDC Submission Support	Frequency
RxDC Submission Oversight	
● Assist Client with plan information/data requests from Insurer, TPA or PBM that fall within the contracting period, including guidance on decision whether the TPA or PBM should submit to CMS on Client's behalf	Per Submission
● Coordination with Insurers, TPAs and PBMs to document when they submitted Client's applicable data files and narrative responses	Per Submission
● Transmit to TPAs and PBMs to confirm Employer Identification Number, Plan Number (as may be reported on Form 5500), Group Health Plan number (if different from Plan Number) and Group Health Plan name used to facilitate consistency among submissions from different reporting entities (TPA and PBM)	Per Submission
Compliance Support[1]	
● Sample contract language for Client's legal counsel's use with TPAs, Insurers, and PBMs to provide CAA Section 204 RxDC services	Ongoing
Report Preparation and Submission	
● Preparing, as necessary, a Master P2 file in cases where multiple vendors submitted the same data files on behalf of the same plan sponsor to ensure that CMS receives a P2 file demonstrating the group health plan has multiple vendors	Per Submission
● Submit Master P2 file to CMS (via HIOS), as necessary	Per Submission
● Prepare D1 or supplemental D1 and accompanying P2 file, as necessary	Per Submission
● Submit D1 and accompanying P2 file to CMS (via HIOS), as necessary	Per Submission
● Prepare Narrative Response on impact of rebates on member cost share and consolidate Narrative Responses from TPAs and PBMs where applicable	Per Submission
● Submit applicable Narrative Responses to CMS (via HIOS)	Per Submission
● Submit D2 and accompanying P2 file to CMS (via HIOS) when TPA provides files but does not submit on Client's behalf. TPA must provide files to Aon or must allow Client to transfer files to Aon.	Per Submission
● Submit D3-D8 and accompanying P2 file to CMS (via HIOS) when PBM provides files but does not submit on Client's behalf. PBM must provide files to Aon or must allow Client to transfer files to Aon.	Per Submission

[1] Note: Aon does not engage in the practice of law

AGENDA ITEM NO. 11.17

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval for the Lakewood Ranch High School Baseball Team To Participate in Two Baseball Games in Suwanee, Georgia on March 14-17, 2024 (School Internal Accounts)

Executive Summary
Lakewood Ranch High School Baseball Team will participate in 2 baseball games at Suwanee, Georgia on March 14th-17th. Lakewood Ranch High School will travel to Suwanee, Georgia by Charter bus to participate in 2 baseball games. One held on March 15th at Peachtree High School and March 16th at North Gwinnett High School.

We believe that this opportunity to travel out of state not only serves as a valuable learning experience for our student-athletes but also aligns with the district's strategic planning goal of helping students get ready for life.

Participating in out-of-state games will expose our student-athletes to a diverse range of competition and provide them with a unique opportunity to showcase their skills on a broader stage. This experience will help them develop important life skills such as teamwork, adaptability, and sportsmanship, which are all integral to their personal and academic growth. Furthermore, by traveling to Georgia, our students will have the chance to interact with peers from different backgrounds, cultures, and regions. This exposure will broaden their perspectives and help them become more well-rounded individuals, which directly supports the district's goal of preparing students for success in an increasingly interconnected world.

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

Ready For Life | Goal 4
Create an instructional model centered around real-world skills, civic involvement, financial literacy, and arts integration

Recommendation
The Superintendent recommends approval for the Lakewood Ranch High School baseball team to participate in two baseball games in Suwannee, Georgia on March 14-17, 2024 (School Internal Accounts).

Financial Impact
The entire trip is funded through the Lakewood Ranch High School Baseball internal account at no cost to the district.

Contact
Submitting Department: Secondary Education
Initiated By: Willie Clark

Attachments:
LRHS Baseball Team Travel to Suwannee, GA 3.14-3.16.2024

School District of Manatee County Field Trip Request Form – Mandatory Form

(To be attached to the Field Trip Coordinator's Travel Authorization with the associated Expense Worksheet)

Today's Date: 2/13/24 Field Trip Date: 3/14/24 School: Lakewood Ranch HS

Date / Time of Departure from school: 3/14/24- 11:00am

Date / Departure time from field trip location: 3/16/24- 4:00pm

Arrival time back at school: 3/17/24- 1:00am

Field Trip Coordinator Kent Ringquist

Trip Destination – Name: Fairfield By Marriott

Address: 105 Celebration Dr.

Suwanee, GA 30024

Phone: 770.932.9292 Website: Fairfield.Marriott.com/atlsw

Brief Description/Educational Purpose of the Trip:

2 Baseball games, Peachtree Ridge HS and North Gwinnett HS

Field Trip Type:

- Type "A" (single or partial day trip in pre-approved category)
- Type "B" * (single or partial day trip that requires District pre-approval)
- X Type "C"* (all overnight or out of state trips require additional approvals as defined in the signature section below

* Must submit to District Office for required pre-approval. See Page 5 of the School District Field TripHandbook for timelines. Note that water-related field trips and Educational Tour Groups are Type "B."Please provide as much information as possible in this regard to expedite approval.

Group Going: Baseball Team # of Students: 25

# of Chaperones: 4

Type of Transportation:

_____ School Bus (bus requisition 20 days prior to trip)
_____ Special Needs Bus Is Required
_____ District Vans/Cars
_____ Walking

If Walking, define route: _____

Are there sidewalks and pedestrian crossings? _____

x Charter Bus from Purchasing Department Approved List (Contact Purchasing)
_____ Rental Vehicle
_____ Educational Tour Group Name: _____ provided Contact Info: _____
_____ OtherNo District transportation

The following information must be included for non-District transportation providers:

Name of Transportation Provider: All Around Charters

Address of Transportation Provider: 410 East Colonia Lane Nokomis, FL 34275

Phone # Transportation Provider: 941.488.2521

Funding/Costs $3,000
Transportation Cost $6,660
Other Cost _____
Total cost of the trip $9,660

Internal Account# 13000
Admission Fee_____Cost per student_____

How Trip is Funded:

_____ Discretionary
x Internal Accounts
_____ Students Pay
_____ District
_____ Other

I have read the Field Trip Handbook and fully understand andaccept my responsibilities as Field Trip Coordinator.

K R 7 9 — 2-13-24

Signature of Field Trip Coordinator — *Date*

2/13/24

Principal Signature/Date

_____

Signature of Sponsor/Date(Initial Approval of Request)

_____

Signature Depart./Team Chair/Date

K R 7 9

Signature Activities

_____

Final Principal Signature/Date
Dir.(H.S.)/Date(Acknowledgement that Field Trip Checklist form has been returnedtwo days prior to Field Trip.)

Type "B" and "C" Signature Approvals Below

Willie Clark
Willie Clark (Feb 14, 2024 10:40 EST)

Executive Director of School Management (Required for Type "B" and "C" Field Trips)

William Kelley Feb 14, 2024 18:37 EST

Director of Risk Management (Required for Type "B" and "C" Field Trips)

Deputy Superintendent of Instructional Services (Required for Type "C" Field Trips)

Superintendent (Required for Out-of-State Field Trips. International Field Trips require Board approval)

After receiving all necessary approvals for the Field Trip, complete the Field Trip Procedures Checklist (Appendix B) and return all documentation to the Principal at least two days prior to the trip.

Revised 10/2022

AGENDA ITEM NO. 14.1

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of MTC Florida Law Academy - Agreement Between Owner and A.D. Morgan Construction - Amendment 3 - Guaranteed Maximum Price in the Amount of $4,437,976.98 (Capital Funds)

Executive Summary
The purpose of the requested action is to approve Amendment 3 to the Agreement between Owner and A.D. Morgan Construction, which authorizes the Guaranteed Maximum Price (GMP) in the amount of $4,437,976.98.

MTC Florida Law Academy Project Summary and Revised Contract Summary are attached for reference.

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
Superintendent recommends approval of MTC Florida Law Academy - Agreement Between Owner and A.D. Morgan Construction - Amendment 3 - Guaranteed Maximum Price in the Amount of $4,437,976.98 (Capital Funds).

Financial Impact
The amount of Amendment 3 is $4,437,976.98. The Guaranteed Maximum Price, including Amendment 2, is $6,434,209.00 and is included in the total project budget of $7,010,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: Reginald Goff

Attachments:
MTC FL Law Enforcement Academy Project Summary
MTC Firing & Driving Range GMP - Amendment 3
MTC FL Law Academy CM -GMP Contract Summary
MTC FL Law Academy - GMP Summary
MTC FL Law Academy - GMP Rev2

MANATEE TECHNICAL COLLEGE - FL LAW ENFORCEMENT ACADEMY

PROJECT DIRECTOR: Mike Pendley

ARCHITECT/ENGINEER:	Fawley Bryant Architecture	Currently on the District's Continuing Contracts
CONSTRUCTION MANAGER:	A.D. Morgan	Currently on the District's Continuing Contracts
BUILDING OFFICIAL:	GFA International	Currently on the District's Continuing Contracts

PROJECT BUDGET:	$	7,010,000.00	(2/13/2024) Revised Project Budget
	$	4,770,000.00	Revised Project Budget
	$	4,000,000.00	(07/27/21) Original Project Budget

HISTORY: Manatee Technical College was originally located on 34th Street West in west Bradenton. All but two (2) of the buildings on the original campus have been demolished. New campuses were constructed on State Road 70 at Caruso Road and on Lakewood Ranch Boulevard north of State Road 70. The legislature approved a grant to partially fund the Florida Law Enforcement Academy. The School Board subsequently entered into a lease agreement with the City of Bradenton. The lease agreement allows the School Board to construct the Firing/Driving Range - Florida Law Enforcement Academy on their property.

SCOPE: The scope of work will include, but is not limited to, outdoor shooting lanes with backstops, small classroom building, regulation driving pad, parking area, and associated sitework and stormwater retention. The shooting range and driving pad will be located off of Taylor Road between SR 64 and SR 70.

INCLUDED IN 5-YEAR PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 320,000.00	July 27, 2021	Approved	Architectural/Engineering Services
Phase I Plans:	$0	December 14, 2021	Approved	Schematic Design
Ltr of Commitment:	$0	December 14, 2021	Approved	AE Letter of Commitment
Amend 1:	$ 24,947.00	August 9, 2022	Approved	Addl svcs - Relocation on the site
TOTAL	$ 344,947.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 12,250.00	July 27, 2021	Approved	Pre-Construction Services
Ltr of Commitment:	$0	December 14, 2021	Approved	CM Letter of Commitment
Amend 1:	$ 2,503.02	August 9, 2022	Approved	Addl svcs - Relocation on the site
Amend 2:	$ 1,981,479.00	December 13, 2022	Approved	Partial GMP
Amend 3:	$ 4,437,976.98	February 27, 2024	Pending	Guaranteed Maximum Price (GMP)
TOTAL	$ 6,434,209.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	October 27, 2020	Approved	Currently on the District's Continuing Contracts
Agreement:	$ 27,500.00	October 28, 2021	N/A	Plans Review, Permitting & Inspections Svcs
Amend #1:	$0	Date		
TOTAL	$ 27,500.00			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	$0	Date		
TOTAL	$0			

SCHOOL BOARD OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

Amendment #: 3 **Amendment Date:** _____

This form is to be used for any revision to the established Agreement Between Owner & Construction Manager.

Project Name: Manatee Technical College – Florida Law Enforcement Academy
Construction Manager: A.D. Morgan
Construction Manager Address: 2411 – B Manatee Avenue West, Bradenton, FL 34205

The work is as follows: Will include, but is not limited to, outdoor shooting lanes with backstops, small classroom building, regulation driving pad, parking area, and associated sitework and stormwater retention. The shooting range and driving pad will be located off of Taylor Road between SR 64 and SR 70. The Guaranteed Maximum Price (GMP) Amendment 3 is in accordance with A.D. Morgan's proposal letter dated February 14, 2024, which is incorporated herein by reference.

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: _____

Date of Substantial Completion including this amendment: November 27, 2024

Amount of Amendment:	$ 4,437,976.98	
Previous Amount of Pre-Construction Agreement:	$ 12,250.00	
	$ 2,503.02	Additional Pre-Con – (Relocation on Site)
	$ 1,981,479.00	Additional Pre-Con – (Partial GMP)
New Total Amount of GMP:	$ 6,434,209.00	

CONSTRUCTION MANAGER:

By: Matt Damaddio _____ By: John Kalaf _____

Name/Title: Matthew D'Amaddio, Vice President Name/Title: John Kalaf, Vice President Operations

As Witnessed:

_____ The A.D. Morgan Corporation
(Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: Michael Pendley (Feb 15, 2024 13:36 EST), Project Director

William Horton, Director

Joseph A. Ranaldi, Deputy Superintendent
Joseph A. Ranaldi (Feb 15, 2024 14:23 EST)

Superintendent of Schools: _____

School Board Chairman: _____

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Manatee Technical College Florida Law Academy
6305 State Road 70 East, Bradenton, FL 34203, Manatee County

Total Project Budget:

Design Services	$ 344.947.00
Construction Services	$6,456,023.00
Owner Services	$ 209,030.00
FF& E Technology	N/A
Total Project Budget	$7,010,000.00

Project Schedule:

Date of Anticipated Notice to Proceed (Preconstruction)	07/28/2021
Date of Anticipated Notice to Proceed (Construction)	02/28/2024
Date of Substantial Completion	11/27/2024
Date of Final Completion	12/27/2024

Architect/Engineer ("AE") Fawley Bryant Architecture
5391 Lakewood Ranch Blvd N, Suite 300
Sarasota, Florida 34240; Office: (941) 343-4070

Construction Manager ("CM") A. D. Morgan Construction
2411-B Manatee Avenue W
Bradenton, Florida 34205; Office: (941) 747-3001

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget:

Construction Costs	$ 3,155,027.42 @ GMP Approval
General Conditions	$ 717,424.92 @ GMP Approval
Overhead and Profit (CM Fee)	$ 256,825.32 @ GMP Approval
Preconstruction	$ 12,250.00 (Approval 07/27/2021)
	$ 2503.02 (Approval 08/09/2022) Add'l Pre-con – Relocation of Site
	$ 1,981,479.00 (Approval 12/13/2022) Add'l Pre-con – Partial GMP
Unforeseen Conditions	$ 269,666.59 @ GMP Approval
Bond	$ 49,585.30 @ GMP Approval
TOTAL	$ 6,434,209.00

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $256,825.32.00 @ GMP Approval

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $258,984.00 @ GMP Approval

Section 6.3, Cost of Work:

Paragraph 6.3.1.6: Labor Burden included within the Cost of Work at the blended rate of 44% of wages and 44% 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 **0.97%** amount or the invoice amount and General Liability insurance will be charged at the rate of **1.46%** amount or the invoice amount) (Builders Risk Insurance is by Owner)
Paragraph 6.3.1.11: Preconstruction Costs in the amount of **$12,250.00**
Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of **$0.00** 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 **.16%**

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: **261677**

Exhibits:

Exhibits "B", "D", "F" & GMP Summary are attached for reference.

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Gerald Smith	Superintendent	100%
TBD	Project Manager	100%
TBD	Assistant Project Manager	100%
Ricky Pena	Project Accountant	20%
Gerald Smith	Superintendent	100%

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	Mike Pendley
SBMC Project Assistant	Patricia Ledezma
Architect	Fawley Bryant Architecture
Consulting Engineers	ZNS Engineering, LC
Structural Engineer	TLC Engineering Solutions
Mechanical Engineer	TLC Engineering Solutions
Electrical Engineer	TLC Engineering Solutions
Construction Manager	A.D. Morgan
SBMC Instructional Member	William Romine
SAC Member	N/A

EXHIBIT F

A. Project Description:

The project scope contains but is not limited to:

- Outdoor Pistol and Rifle shooting range with backstops and sidewalls (likely earthen)
- Retention, drainage and erosion control
- Small classroom building with storage and restrooms
- Firearms cleaning station
- Driving pad and associated skid pad at least 300’ x 600’
- Drives and parking
- Well and septic
- Power to the site which may include alternative energy sources such as solar
- Other associated improvements

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **MTC Shooting Range Project** Date: 2/14/2024

Contractor: **A.D. Morgan Corporation**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
03A & 04A - Concrete & Masonry Package	$379,688.09	
VE-29 Deleted Covered Parking	($28,444.00)	
VE-30 Delete Connex's	($6,873.00)	
VE-33 Delete Shoot House	($68,074.00)	
03B - Pre-Cast Concrete Package	$51,350.00	
05A - Structural Steel Package	$39,239.70	
VE-33 Delete Shoot House	($33,989.70)	
06A - Rough Carpentry Package	$1,804.00	
06B - Millwork Package	$18,770.00	
07A - Joint Sealant/Waterproofing Package	$3,608.00	
07B - Roofing Package	$81,787.15	
07D - Spray Insulation Package	$8,000.00	
VE-30 Deleted Connex's	($8,000.00)	
08A - Door Package	$60,378.60	
08B - Window/Glazing Package	$64,436.80	
09A - Stucco Package	$35,705.00	
09B - Metal Framing/Drywall Package	$75,344.50	
09C - Acoustical Ceiling Package	$14,599.00	
09D - Ceramic Tile Package	$3,424.00	
09E - Polished and Epoxy Flooring Package	$16,170.00	
09F - Painting Package	$31,240.00	
09G - Final Cleaning	$4,510.00	
VE-33 Delete Shoot House	($2,500.00)	
10A - Signage Package	$7,294.00	
10B - Accessories Package	$14,064.00	
10C - Storage Trailers	$17,405.00	
VE-30 Deleted Connex's	($17,405.00)	
11B - Residential Equipment Package	$2,500.00	
12A - Window Treatment Package	$6,300.00	
13A - Metal Building Package	$67,095.00	
VE-33 Delete Shoot House	($67,095.00)	
13B - Canopy/Awning Package	$184,552.74	
VE-29 Delete Covered Parking	($46,500.00)	
22A - Plumbing Package	$230,126.28	
23A - HVAC Package	$146,075.63	
26A - Electrical Package	$527,854.08	
31A - Sitework Package	$3,040,016.06	
31B - Landscaping Package	$184,268.00	
31C - Fencing Package	$30,210.00	
400 Gallon Above Ground Tank	$8,000.00	
Septic System, Well & Water Treatment	$50,000.00	
Obstacle Course	$20,000.00	
VE-32 Delete Obstacle Course	($20,000.00)	
Partial GMP Board Approved 12/13/2022 **$1,981,479.00**		**$1,981,479.00**
Sub Total		**$3,145,455.93**

Early Procurement Amendment Board Approved (Date)	None	
Sub Total		**$0.00**
General Conditions:		
General Conditions - Labor	$392,870.00	
General Conditions - Material	$258,975.00	
General Liablity Insurance	$55,027.35	
Builders Risk Insurance	$10,552.57	
Sub Total		**$717,424.92**
Overhead & Profit (Overall Project)	$256,346.75	
Sub Total		**$256,346.75**
Pre-Construction Expenses	$14,753.02	
Sub Total		**$14,753.02**
Unforseseen Conditions:	$269,164.08	
Sub Total		**$269,164.08**
Bond:	$49,585.30	
Sub Total		**$49,585.30**
GMP TOTAL		**$6,434,209.00**

Exhibit A

Guaranteed Maximum Price Proposal

Manatee Technical College Firing and Driving Range

Project ID#20032.01



Department of Construction Services

A.D. Morgan Corporation
Construction Manager
Submitted February 14, 2024

Per Appendix A, Article 2, Item 2.7 Guarantee Maximum Price

Section 1	**2.7.5.1**	**Cover Sheet**
Section 2	**2.7.5.2**	**Summary Sheet** **a. Summary Sheet** **b. Value Engineering**
Section 3	**2.7.5.3**	**General Conditions**
Section 4	**2.7.5.4**	**Allowances**
Section 5	**2.7.5.5**	**Schedule of Values & Schedule of Unit Prices**
Section 6	**2.7.5.6**	**Qualifications & Clarifications**
Section 7	**2.7.5.7**	**Statement of Date of Substantial Completion** **a. Project Schedule**
Section 8	**2.7.5.8**	**Solicited Subcontractors**
Section 9	**2.7.5.9**	**Subcontractor Bid Sheets**
Section 10	**2.7.5.10**	**Subcontractors & Suppliers Chart**
Section 11	**2.7.5.11**	**Personnel Chart for Construction**
Section 12	**2.7.5.12**	**Document List (Plans, Drawings, Specifications, Addenda)**
Section 13	**2.7.5.13**	**Additional Supporting Documentation**

Section 1
Cover Sheet

February 14, 2024

Mr. Mike Pendley
School District of Manatee County
215 Manatee Avenue West
Bradenton, FL 34205

Re: At Risk Construction Managements - Guaranteed Maximum Price
Manatee Technical College Firing Range Project
Project MCSD #20032.01

Dear Mr. Pendley.

We are pleased to provide a GMP proposal for the Manatee Technical College Firing Range project. Our proposal is six million, four hundred and thirty-four thousand, two-hundred and nine dollars and zero cents. ($6,434,209.00).

Please do not hesitate to contact any member of our team should you have any questions.

Sincerely,

Jeremy M. Warner

A.D. Morgan Corporation
Jeremy M. Warner
Director of Pre-Construction

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 2: Summary Sheet
2/14/2024

LINE		DESCRIPTION		AMOUNT	SUBCONTRACTOR
1		03A & 04A - Concrete & Masonry Package		379,688.09	OBC Structural
2		VE-29 Deleted Covered Parking		(28,444.00)	VE-29
3		VE-30 Delete Connex's		(6,873.00)	VE-30
4		VE-33 Delete Shoot House		(68,074.00)	VE-33
5		03B - Pre-Cast Concrete Package		51,350.00	Coreslab
6		05A - Structural Steel Package		39,239.70	Liberty Products
7		VE-33 Delete Shoot House		(33,989.70)	VE-33
8		06A - Rough Carpentry Package		1,804.00	TBD
9		06B - Millwork Package		18,770.00	Kabinets by Kinsey
10		07A - Joint Sealant/Waterproofing Package		3,608.00	TBD
11		07B - Roofing Package		81,787.15	Crowther Roofing
12		07D - Spray Insulation Package		8,000.00	On the Mark Insulation
13		VE-30 Deleted Connex's		(8,000.00)	VE-30
14		08A - Door Package		60,378.60	Key Glass
15		08B - Window/Glazing Package		64,436.80	Countryside Glass
16		09A - Stucco Package		35,705.00	Faith Plastering
17		09B - Metal Framing/Drywall Package		75,344.50	HBS Drywall
18		09C - Acoustical Ceiling Package		14,599.00	Acousti
19		09D - Ceramic Tile Package		3,424.00	Ansbro Aldrich
20		09E - Polished and Epoxy Flooring Package		16,170.00	Horizon Surfaces
21		09F - Painting Package		31,240.00	Native Sun Painting
22		09G - Final Cleaning		4,510.00	TBD
23		VE-33 Delete Shoot House		(2,500.00)	VE-33
24		10A - Signage Package		7,294.00	Environmental Graphics
25		10B - Accessories Package		14,064.00	Mardale
26		10C - Storage Trailers		17,405.00	Agunsa
27		VE-30 Deleted Connex's		(17,405.00)	VE-30
28		11B - Residential Equipment Package		2,500.00	TBD
29		12A - Window Treatment Package		6,300.00	TBD
30		13A - Metal Building Package		67,095.00	All Steel
31		VE-33 Delete Shoot House		(67,095.00)	VE-33
32		13B - Canopy/Awning Package		$184,552.74	Mullets
33		VE-29 Delete Covered Parking		-$46,500.00	VE-29
34		22A - Plumbing Package		230,126.28	Bravado
35		23A - HVAC Package		146,075.63	Power Air Conditioning
36		26A - Electrical Package		527,854.08	NCN Electric
37		31A - Sitework Package		3,040,016.06	Utility Group
38		31B - Landscaping Package		184,268.00	Amerison Landscaping
39		31C - Fencing Package		30,210.00	Cardinal Fence
40		400 Gallon Above Ground Tank		8,000.00	Allowance
41		Septic System, Well & Water Treatment		50,000.00	Allowance
42		Obstacle Course		20,000.00	Allowance
43		VE-32 Delete Obstacle Course		(20,000.00)	VE-32
44					
45		**Subtotal**		**5,126,934.93**	
46		Mark-Up		256,346.75	
47		**Subtotal**		**5,383,281.67**	
48		General Conditions - Labor		392,870.00	
49		General Requirements - Material		258,975.00	
50		General Liability Insurance		55,027.35	
51		Builders Risk		10,552.57	

52		Bond		49,585.30	
53		Owner / Design Contingency		134,582.04	
54		CM Contingency / Escalation		134,582.04	
55		**Total Construction Cost**		**6,419,455.98**	
56		Preconstruction Fees		14,753.02	
57		Addendum Changes		-	
58		ODP Tax Savings		-	
59		Less ODP Management Fee		-	
60		Approved Alternates		-	
61		**GRAND TOTAL**		**6,434,209.00**	

TRUE

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 2: Summary Sheet
2/14/2024

LINE		DESCRIPTION		AMOUNT	SUBCONTRACTOR
1		03A & 04A - Concrete & Masonry Package		379,688.09	OBC Structural
2		VE-29 Deleted Covered Parking		(28,444.00)	VE-29
3		VE-30 Delete Connex's		(6,873.00)	VE-30
4		VE-33 Delete Shoot House		(68,074.00)	VE-33
5		03B - Pre-Cast Concrete Package		51,350.00	Coreslab
6		05A - Structural Steel Package		39,239.70	Liberty Products
7		VE-33 Delete Shoot House		(33,989.70)	VE-33
8		06A - Rough Carpentry Package		1,804.00	TBD
9		06B - Millwork Package		18,770.00	Kabinets by Kinsey
10		07A - Joint Sealant/Waterproofing Package		3,608.00	TBD
11		07B - Roofing Package		81,787.15	Crowther Roofing
12		07D - Spray Insulation Package		8,000.00	On the Mark Insulation
13		VE-30 Deleted Connex's		(8,000.00)	VE-30
14		08A - Door Package		60,378.60	Key Glass
15		08B - Window/Glazing Package		64,436.80	Countryside Glass
16		09A - Stucco Package		35,705.00	Faith Plastering
17		09B - Metal Framing/Drywall Package		75,344.50	HBS Drywall
18		09C - Acoustical Ceiling Package		14,599.00	Acousti
19		09D - Ceramic Tile Package		3,424.00	Ansbro Aldrich
20		09E - Polished and Epoxy Flooring Package		16,170.00	Horizon Surfaces
21		09F - Painting Package		31,240.00	Native Sun Painting
22		09G - Final Cleaning		4,510.00	TBD
23		VE-33 Delete Shoot House		(2,500.00)	VE-33
24		10A - Signage Package		7,294.00	Environmental Graphics
25		10B - Accessories Package		14,064.00	Mardale
26		10C - Storage Trailers		17,405.00	Agunsa
27		VE-30 Deleted Connex's		(17,405.00)	VE-30
28		11B - Residential Equipment Package		2,500.00	TBD
29		12A - Window Treatment Package		6,300.00	TBD
30		13A - Metal Building Package		67,095.00	All Steel
31		VE-33 Delete Shoot House		(67,095.00)	VE-33
32		13B - Canopy/Awning Package		$184,552.74	Mullets
33		VE-29 Delete Covered Parking		-$46,500.00	VE-29
34		22A - Plumbing Package		230,126.28	Bravado
35		23A - HVAC Package		146,075.63	Power Air Conditioning
36		26A - Electrical Package		527,854.08	NCN Electric
37		31A - Sitework Package		3,040,016.06	Utility Group
38		31B - Landscaping Package		184,268.00	Amerison Landscaping
39		31C - Fencing Package		30,210.00	Cardinal Fence
40		400 Gallon Above Ground Tank		8,000.00	Allowance
41		Septic System, Well & Water Treatment		50,000.00	Allowance
42		Obstacle Course		20,000.00	Allowance
43		VE-32 Delete Obstacle Course		(20,000.00)	VE-32
44					
45		**Subtotal**		**5,126,934.93**	
46		Mark-Up		256,346.75	
47		**Subtotal**		**5,383,281.67**	
48		General Conditions - Labor		392,870.00	
49		General Requirements - Material		258,975.00	
50		General Liability Insurance		55,027.35	
51		Builders Risk		10,552.57	

52		Bond		49,585.30	
53		Owner / Design Contingency		134,582.04	
54		CM Contingency / Escalation		134,582.04	
55		**Total Construction Cost**		**6,419,455.98**	
56		Preconstruction Fees		14,753.02	
57		Addendum Changes		-	
58		ODP Tax Savings		-	
59		Less ODP Management Fee		-	
60		Approved Alternates		-	
61		**GRAND TOTAL**		**6,434,209.00**	

TRUE

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 3: General Conditions
2/14/2023

	Fill this in	
Project Duration	*240*	Calendar Days
	34	Weeks
	8	Months
	3608	GSF

LABOR GENERAL CONDITIONS

Line	DESCRIPTION	TIME ON JOB	QUANTITY	UNITS	LABOR /W BURDEN	MATERIAL	TOTAL
	Superintendent (Name)	100%	34.0	Weeks	$ 4,100	$ -	$ 139,400
	Assistant Project Manager (Name)	100%	34.0	Weeks	$ 3,075	$ -	$ 104,550
	Project Manager (Name)	100%	34.0	Weeks	$ 3,600	$ -	$ 122,400
	Project Accountant (Ricky P.)	20%	6.8	Weeks	$ 3,900	$ -	$ 26,520
						SUBTOTAL LABOR:	$ 392,870

MATERIAL GENERAL CONDITIONS

Line	DESCRIPTION	NOTES	QUANTITY	UNITS	LABOR	MATERIAL	TOTAL
	Project Fees, Testing, and Surveying						
	Architectural & Engineering Fees		0	LS	$ -	$ -	By Owner
	Permit Fees		0	LS	$ -	$ -	By Owner
	Impact Fees		0	LS	$ -	$ -	By Owner
	Material Testing		0	LS	$ -	$ -	By Owner
	Hazardous Material Testing		0	LS	$ -	$ -	By Owner
	Threshold Inspections		0	LS	$ -	$ -	By Owner
	Special Inspections		0	LS	$ -	$ -	By Owner
	Layout & Survey		1	LS	$ -	$ 7,500.00	$ 7,500
	Underground Radar Survey		1	LS	$ -	$ 2,500.00	$ 2,500
	Mock-Ups		0	LS	$ -	$ -	Excluded
	Advertisement & Outreach						
	Legal Advertisement		1	LS	$ -	$ 1,500.00	$ 1,500
	Photographs						
	Progress Photos		8	Mo	$ -	$ 200.00	$ 1,600
	Reproduction Costs						
	Construction Drawings & Specifications		8	Mo	$ -	$ 500.00	$ 4,000
	Jobsite Office / Trailers						
	Office Trailer (Single, Double, Triple)		8	Mo	$ -	$ 3,500.00	$ 28,000
	Office Trailer Set-Up/Removal		1	LS	$ -	$ 25,000.00	$ 25,000
	Office Trailer Permit		1	LS	$ -	$ 250.00	$ 250
	Storage Trailer	1	8	Mo	$ -	$ 250.00	$ 2,000
	Storage Trailer Set-Up/Removal		1	LS	$ -	$ 250.00	$ 250
	Office Trailer Furniture		8	Mo	$ -	$ 250.00	$ 2,000
	Office Trailer Equipment - Copier/Fax/Plotter		8	Mo	$ -	$ 800.00	$ 6,400
	Office Trailer Supplies		8	Mo	$ -	$ 275.00	$ 2,200
	Ice, Water, Cups		8	Mo	$ -	$ 125.00	$ 1,000
	Delivery/Postage Charge		8	Mo	$ -	$ 200.00	$ 1,600
	Temporary Utilities						
	Temporary Electric - Set-Up	Generator	1	LS	$ -	$ 5,000.00	$ 5,000
	Temporary Electric - Usage (Trailer)	Generator	8	Mo	$ -	$ 500.00	$ 4,000
	Temporary Electric - Usage (Building)	Generator	8	Mo	$ -	$ 500.00	$ 4,000
	Temporary Electric - HVAC/Building Start-Up		1	Mo	$ -	$ 2,000.00	$ 2,000
	Temporary Water - Set-Up		1	LS	$ -	$ 1,500.00	$ 1,500
	Temporary Water - Usage (Monthly)		8	Mo	$ -	$ 150.00	$ 1,200
	Temporary Toilets (Insert # in Cell)	4	8	Mo	$ -	$ 600.00	$ 4,800
	Temporary Wash Stations (Insert # in Cell)	1	8	Mo	$ -	$ 150.00	$ 1,200
	Temporary Trailer Tank - Set-Up		1	LS	$ -	$ 1,000.00	$ 1,000
	Temporary Trailer Tank - Clean-Out (Monthly)		8	Mo	$ -	$ 250.00	$ 2,000
	Temporary Staging & Parking						
	Temporary Staging Area		2,500	SF	$ -	$ 3.50	$ 8,750
	Staging Restoration		2,500	SF	$ -	$ 1.50	$ 3,750
	Dumpsters and Cleaning						
	Daily Clean-Up	1/Day Week	34	Week	$ -	$ 240.00	$ 8,160
	Trash Removal/ Dump Fees		34	Ea	$ -	$ 750.00	$ 25,500
	Temporary Barricades & Fencing						
	Tools, Material Access & Rental Equipment						
	Small Tools		8	Mo	$ -	$ 200.00	$ 1,600
	Misc. Rental Equipment		8	Mo	$ -	$ 1,000.00	$ 8,000
	Lull/Forklift		8	Mo	$ -	$ 2,500.00	$ 20,000
	Delivery/Pick-Up		1	LS	$ -	$ 2,500.00	$ 2,500
	Fuel - Lull/Forklift		8	Mo	$ -	$ 250.00	$ 2,000
	Jobsite Signage						
	Jobsite Signage / Wayfinding		1	LS	$ -	$ 2,500.00	$ 2,500
	Safety						
	Safety Inspections		8	Mo	$ 1,200.00	$ 300.00	$ 12,000
	First Aid / Safe Site		8	Ea	$ 250.00	$ -	$ 2,000
	Temporary Fire Protection & Fire Extinguishers		4	Ea	$ 150.00	$ -	$ 600
	Safety Awards		1	LS	$ -	$ -	Excluded
	Security						

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 3: General Conditions
2/14/2023

85		Jobsite Cameras		8	Mo	$ -	$ 1,500.00	$	12,000
86		**Technology**							
87		Temporary Telephone/Data- Hook-Up		1	LS	$ -	$ 450.00	$	450
88		Temporary Telephone/Data- Usage (Monthly)		8	Mo	$ -	$ 150.00	$	1,200
89		Technology - P-6 Initial Scheduling		1	LS	$ 750.00	$ -	$	750
90		Technology - P-6 Scheduling Updates		8	Mo	$ 150.00	$ 150.00	$	2,400
91		Technology - ProCore Proj Mgmt		1	LS	$ -	$ 16,175.00	$	16,175
92		IT / Data Management		8	Mo	$ 250.00	$ 150.00	$	3,200
93		**Travel**							
94		**Close-Out Documentation**							
95		As Built Survey/ Close Out Documents		1	LS	$ -	$ 12,940.00	$	12,940
96							**Subtotal - Material**	**$**	**258,975**
97									
98							**Total General Conditions**	**$**	**651,845**
99									
100							***Total General Conditions per Month***	***$***	***81,481***

Section 4: Allowances

Section 4

Allowances

1.	Housekeeping Pads - Well, Pump	$1,500.00
2.	Hollow Core Slab Gap Filling	$2,500.00
3.	Bollards and Miscellaneous Steel	$5,250.00
4.	Install of Owner Provided Gun Cleaning/Clearing Station	$500.00
5.	Card Access System	$5,000.00
6.	Fluid Applied Waterproofing. Master Seal 581 at Stucco Walls	$10,000.00
7.	Residential Appliances	$2,500.00
8.	Window Treatments	$6,300.00
9.	Main Building Canopy Footers	$4,500.00
10.	Range Lighting	$10,000.00
11.	Peace River Electrical – 1,000’ Conduit Run	$30,000.00
12.	BAS/BDA System	$10,000.00
13.	Roof Drain Connections	$10,000.00
14.	Range Target Pads – Concrete	$4,340.00
15.	Shooting Lane Curbs – Concrete	$11,700.00
16.	Stabilized Overflow Parking	$20,000.00
17.	Gate Operator / Card Reader at Fence	$15,000.00
18.	400 Gallon Above Ground Fuel Tank	$8,000.00
19.	Septic System, Well, Water Treatment	$50,000.00

Alternates:

None

Section 5:
Schedule of Values & Schedule of Unit Prices

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 5: Schedule of Values
2/14/2024

Line	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
	DIVISION 01 - GENERAL REQUIREMENTS					**N.A.**	
	DIVISION 02 - EXISTING CONDITIONS					**N.A.**	
	DIVISION 03 - CONCRETE					**$327,647.09**	
	03A - Concrete Package	1	LS	$242,606.00	$242,606.00		OBC Structural
	Footers	1	LS	Included	Included		
	4" SOG	1	LS	Included	Included		
	Cast in Place Concrete Columns	1	LS	Included	Included		
	8" CMU Stem Course	1	LS	Included	Included		
	8" CMU Walls	1	LS	Included	Included		
	Tie Beams	1	LS	Included	Included		
	Install HM Frames (Supplied by Others)	1	LS	Included	Included		
	Scaffolding	1	LS	Included	Included		
	Rebar	1	LS	Included	Included		
	15 Mil Stego Vapor Barrier	1	LS	Included	Included		
	Pole Shoring	1	LS	$5,000.00	$5,000.00		
	Termite Treatment	3,608	SF	$0.45	$1,623.60		
	Observation Tower 1 Pad	1	LS	$8,445.00	$8,445.00		OBC Structural
	Observation Tower 2 Pad	1	LS	$8,445.00	$8,445.00		OBC Structural
	Housekeeping Pads - HVAC	63	SF	$10.00	$630.00		
	Housekeeping Pads - Well, Pump	1	Allow	$1,500.00	$1,500.00		Allowance
	Performance and Payment Bond	1	LS	$8,047.49	$8,047.49		
VE-29	Covered Parking Canopy Slabs	1	LS	$28,444.00	$28,444.00		VE-29
VE-30	Slab for Shipping Containers	1	LS	$6,873.00	$6,873.00		VE-30
VE-33	Shoot House Slabs	1	LS	$19,390.00	$19,390.00		VE-33
VE-33	Shoot House CMU	1	LS	$14,514.00	$14,514.00		VE-33
VE-33	Shoot House Footings - not shown	1	LS	$34,170.00	$34,170.00		VE-33
VE-29	VE-29 Deleted Covered Parking	1	LS	-$28,444.00	-$28,444.00		VE-29
VE-30	VE-30 Delete Connex's	1	LS	-$6,873.00	-$6,873.00		VE-30
VE-33	VE-33 Delete Shoot House	1	LS	-$19,390.00	-$19,390.00		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$14,514.00	-$14,514.00		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$34,170.00	-$34,170.00		VE-33
	03B - Pre-Cast Concrete Package	1	LS	$48,850.00	$48,850.00		Coreslab
	Material and Delivery	1	LS	Included	Included		
	Tax	1	LS	Included	Included		
	Erection	1	LS	Included	Included		
	Gap filling	1	ALLOW	$2,500.00	$2,500.00		Allowance
	DIVISION 04 - MASONRY					**In Div 3**	
	04A - Masonry Package						
	CMU Package	1	LS	See Div 3	See Div 3		

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 5: Schedule of Values
2/14/2024

Line	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
	DIVISION 05 - METALS					**$5,250.00**	
	05A - Structural Steel Package						
VE-33	Catwalk - Material and Delivery	1	LS	$22,316.00	$22,316.00		VE-33
VE-33	Sales Tax	1	LS	$1,673.70	$1,673.70		VE-33
VE-33	Installation	1	LS	$10,000.00	$10,000.00		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$22,316.00	-$22,316.00		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$1,673.70	-$1,673.70		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$10,000.00	-$10,000.00		VE-33
	Bollards & Misc. Steel	1	Allow	$5,250.00	$5,250.00		Allowance
	DIVISION 06 - WOODS AND PLASTICS					**$20,574.00**	
	06A - Rough Carpentry Package						
	Wood Blocking	3,608	SF	$0.50	$1,804.00		
	06B - Millwork Package						
	Millwork	1	LS	$18,270.00	$18,270.00		Kabinets by Kinsey
	Installation of Gun Cleaning/Clearing Station	1	Allow	$500.00	$500.00		Furnished by Owner
	DIVISION 07 - THERMAL & MOISTURE					**$85,395.15**	
	07A - Joint Sealant/Waterproofing Package						
	Caulking and Joint Sealants	3,608	SF	$1.00	$3,608.00		
	07B - Roofing Package	1	LS	$72,600.00	$72,600.00		Crowther Roofing
	Roof Insulation	1	LS	Included	Included		
	Fibertight Roof System	1	LS	Included	Included		
	Gravel Stop	1	LS	Included	Included		
	Facia and Gutters	1	LS	Included	Included		
	Roof Nailers	1	LS	$6,805.00	$6,805.00		Crowther Roofing
	Subcontractor Bonding	1	LS	$2,382.15	$2,382.15		Crowther Roofing
	07D - Spray Insulation Package						
VE-30	2" closed cell foam in two Storage Units	1	LS	$4,400.00	$4,400.00		VE-30
VE-30	Intumescent Coating on Top	2	LS	$1,800.00	$3,600.00		VE-30
VE-30	VE-30 Deleted Connex's	1	LS	-$4,400.00	-$4,400.00		VE-30
VE-30	VE-30 Deleted Connex's	1	LS	-$3,600.00	-$3,600.00		VE-30
	DIVISION 08 - OPENINGS					**$124,815.40**	
	08A - Door Package	1	LS	$51,070.00	$51,070.00		Key Glass
	Hollow Metal Frames	17	Ea	Included	Included		
	Hollow Metal Doors	14	Ea	Included	Included		

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 5: Schedule of Values
2/14/2024

Line	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
	Wood Doors	3	Ea	Included	Included		
	Interior Hardware	1	LS	Included	Included		
	Sales Tax	1	LS	Included	Included		
	Card Access System for Door Hardware	1	Allow	$5,000.00	$5,000.00		Allowance
	Bitumonus Frame Coating	17	LS	$150.00	$2,550.00		
	Installation	1	LS	Included	Included		
	Subcontractor Bonding	1	LS	$1,758.60	$1,758.60		
	08B - Window/Glazing Package	1	LS	$62,060.00	$62,060.00		Countryside Glass
	Exterior Windows	1	LS	Included	Included		
	Interior Glazing	2	Ea	$250.00	$500.00		
	Subcontractor Bonding	1	LS	$1,876.80	$1,876.80		Countryside Glass
	DIVISION 09 - FINISHES					**$178,492.50**	
	09A - Stucco Package	1	LS	$25,705.00	$25,705.00		Faith Plastering
	Exterior Stucco	1	LS	Included	Included		
	Master Seal 581 - Fluid Applied Vapor Barrier	1	Allow	$10,000.00	$10,000.00		Allowance
	09B - Metal Framing/Drywall Package	1	LS	$73,150.00	$73,150.00		HBS Drywall
	Interior Wall Framing	1	LS	Included	Included		
	Interior Ceiling Framing	1	LS	Included	Included		
	Subcontractor Bonding	1	LS	$2,194.50	$2,194.50		HBS Drywall
	09C - Acoustical Ceiling Package						
	Acoustical Ceilings	1	LS	$14,599.00	$14,599.00		Acousti
	Acoustical Tectum Wall Panels	1	LS	Included	Included		Acousti
	09D - Ceramic Tile Package	1	LS	$3,424.00	$3,424.00		Ansbro Aldrich
	2x2 Floor Tile	1	LS	Included	Included		
	12x24 Wall Tile	1	LS	Included	Included		
	09E - Polished and Epoxy Flooring Package	1	LS	$16,170.00	$16,170.00		Horizon Surfaces
	Polished Concrete Floors	1	LS	Included	Included		
	Epoxy Flooring	1	LS	Included	Included		
	Resilient Base	1	LS	Included	Included		
	09F - Painting Package	1	LS	$26,870.00	$26,870.00		Native Sun Painting
	Interior Painting - Building	1	LS	Included	Included		
	Paint exposed hollow core planks	1	LS	$1,870.00	$1,870.00		Native Sun Painting
	Exterior Painting - Building	1	LS	Included	Included		
VE-33	Paint steel at PEMB	1	LS	$2,500.00	$2,500.00		VE-33

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 5: Schedule of Values
2/14/2024

Line	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
VE-33	VE-33 Delete Shoot House	1	LS	-$2,500.00	-$2,500.00		VE-33
	09G - Final Cleaning						
	Final Cleaning	1	LS	$4,510.00	$4,510.00		TBD
	DIVISION 10 - SPECIALITES					**$21,358.00**	
	10A - Signage Package	1	LS	$7,294.00	$7,294.00		Environmental Graphics
	Building Signage	1	LS	Included	Included		
	10B - Accessories Package	1	LS	$14,064.00	$14,064.00		Mardale
	Partitions	1	LS	Included	Included		
	Accessories	1	LS	Included	Included		
	Fire Extinguishers and Cabinets	1	LS	Included	Included		
	Tackboards	1	LS	Included	Included		
	10C - Storage Trailers						
VE-30	Storage Trailers	4	Ea	$2,900.00	$11,600.00		VE-30
VE-30	Delivery	4	Ea	$450.00	$1,800.00		VE-30
VE-30	Sales Tax	1	LS	$1,005.00	$1,005.00		VE-30
VE-30	Installation	4	Ea	$500.00	$2,000.00		VE-30
VE-30	Welding/Misc. Steel Modifications	2	Ea	$500.00	$1,000.00		VE-30
VE-30	VE-30 Deleted Connex's	1	LS	-$11,600.00	-$11,600.00		VE-30
VE-30	VE-30 Deleted Connex's	1	LS	-$1,800.00	-$1,800.00		VE-30
VE-30	VE-30 Deleted Connex's	1	LS	-$1,005.00	-$1,005.00		VE-30
VE-30	VE-30 Deleted Connex's	1	LS	-$2,000.00	-$2,000.00		VE-30
VE-30	VE-30 Deleted Connex's	1	LS	-$1,000.00	-$1,000.00		VE-30
	DIVISION 11 - EQUIPMENT					**$2,500.00**	
	11B - Residential Equipment Package						
	Residential Appliances	1	Allow	$2,500.00	$2,500.00		Allowance
	DIVISION 12 - FURNISHINGS					**$6,300.00**	
	12A - Window Treatment Package						
	Window Treatment	18	Ea	$350.00	$6,300.00		Allowance
	DIVISION 13 - SPECIAL CONDITIONS					**$138,052.74**	
	13A - Metal Building Package						
VE-33	Shoothouse PEMB	1	LS	$36,500.00	$36,500.00		VE-33
VE-33	Shop Drawings	1	LS	Included	Included		VE-33
VE-33	Anchor Bolts	1	LS	$2,500.00	$2,500.00		VE-33
VE-33	Erection	1	LS	$27,000.00	$27,000.00		VE-33

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 5: Schedule of Values
2/14/2024

Line	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
VE-33	Subcontractor Bonding	1	LS	$1,095.00	$1,095.00		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$36,500.00	-$36,500.00		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$2,500.00	-$2,500.00		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$27,000.00	-$27,000.00		VE-33
VE-33	VE-33 Delete Shoot House	1	LS	-$1,095.00	-$1,095.00		VE-33
	13B - Canopy/Awning Package	1	LS	$128,658.00	$128,658.00		Mullets
	Aluminum Canopy and Walkways - Main	1	LS	Included	Included		
	Aluminum Canopy and Walkways - Side	1	LS	Included	Included		
	Canopy under roof	1	LS	Included	Included		
	Footings	9	CY	$500.00	$4,500.00		Allowance
VE-29	Covered Parking & Shade Structures	3	EA	$10,000.00	$30,000.00		VE-29
VE-29	Footings	330	LF	$50.00	$16,500.00		VE-29
	Subcontractor Bonding	1	LS	$4,894.74	$4,894.74		Mullets
VE-29	VE-29 Delete Covered Parking	1	LS	-$30,000.00	-$30,000.00		VE-29
VE-29	VE-29 Delete Covered Parking	1	LS	-$16,500.00	-$16,500.00		VE-29
	Shoot House Kit	1	LS	By Owner	By Owner		
	DIVISION 14 - CONVEYING SYSTEMS					**N.A.**	
	DIVISION 21 - FIRE PROTECTION					**N.A.**	
	DIVISION 22 - PLUMBING					**$230,126.28**	
	22A - Plumbing Package	1	LS	$139,699.00	$139,699.00		Bravado
	Compressed Air Package	1	LS	$71,675.00	$71,675.00		Bravado
	YH-1 at Dumpster Enclosure	1	LS	$2,280.00	$2,280.00		Bravado
	Piping for yard hydrants	1	LS	$11,960.00	$11,960.00		Bravado
	Subcontractor Bonding	1	LS	$4,512.28	$4,512.28		Bravado
	DIVISION 23 - HVAC					**$146,075.63**	
	23A - HVAC Package	1	LS	$121,321.00	$121,321.00		Power Air Conditioning
	Metal Ductwork - Exposed Ceilings	1	LS	Included	Included		
	Fiberglass Ductwork - Concealed	1	LS	Included	Included		
	Grilles, Louvers, Registers	1	LS	Included	Included		
	Testing and Balancing	1	LS	Included	Included		
	Split DX System - AHU-1/CU-1	1	LS	Included	Included		
	Split DX System - AHU-2/CU-2	1	LS	Included	Included		
	Mini-Splits	1	LS	Included	Included		
	Exhaust Fans	1	LS	Included	Included		
	Controls	1	LS	$20,500.00	$20,500.00		
	Subcontractor Bonding	1	LS	$4,254.63	$4,254.63		Power Air Conditioning

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 5: Schedule of Values
2/14/2024

Line	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
	DIVISION 26, 27, & 28 ELECTRICAL					**$527,854.08**	
	26A - Electrical Package						
	Electrical and Fire Alarm	1	LS	$467,504.00	$467,504.00		NCN Electric
	Fixture Allowance	1	LS	Included	Included		
	Range Lighting	1	Allow	$10,000.00	$10,000.00		Allowance
	Install 1,000' conduit for Peace River	1	Allow	$30,000.00	$30,000.00		Allowance
	BDA/BAS System	1	Allow	$10,000.00	$10,000.00		Allowance
	Technology / Internet Infrastructure	1	LS	Included	Included		
	Technology / Internet Systems	1	LS	By Owner	By Owner		
	Subcontractor Bonding	1	LS	$10,350.08	$10,350.08		
	DIVISION 31, 32, & 33 SITEWORK					**$3,312,494.06**	
	31A - Sitework Package						
	Mobilization / Site Preparation	1	LS	$97,430.95	$97,430.95		Utility Group
	Site Clearing	1	LS	$517,853.90	$517,853.90		Utility Group
	Grading and Earthwork	1	LS	$588,630.00	$588,630.00		Utility Group
	Additional Fill	1	LS	$150,000.00	$150,000.00		
	Gravel at Utility yard	74	CY	$50.00	$3,700.00		
	Drainage System	1	LS	$377,120.00	$377,120.00		Utility Group
	Additional RCP	253	LF	$30.00	$7,590.00		
	Additional 6" PVC	371	LF	$15.00	$5,565.00		
	Roof drain connections not shown	1	Allow	$10,000.00	$10,000.00		Allowance
	Sanitary Sewer System / Piping	1	LS	Excluded	Excluded		
	Water Distribution System	1	LS	$26,200.00	$26,200.00		Utility Group
	Site Sidewalks	1	LS	$83,102.00	$83,102.00		OBC Structural
	Dumpster Enclosure and Apron	1	LS	$18,000.00	$18,000.00		OBC Structural
	Target Pads	620	SF	$7.00	$4,340.00		Allowance
	Shooting Lane Curbs	780	LF	$15.00	$11,700.00		Allowance
	Road Work and Asphalt	1	LS	$997,655.03	$997,655.03		Utility Group
	Stabilized Paving	1	Allow	$20,000.00	$20,000.00		Allowance
	Scope Adjustements	1	LS	$32,000.00	$32,000.00		Allowance
	Subcontractor Bonding	1	LS	$89,129.18	$89,129.18		Utility Group
	31B - Landscaping Package						
	Trees / Planting	1	LS	$43,628.00	$43,628.00		Amerson Landscaping
	Irrigation	1	LS	Excluded	Excluded		Exclude
	Sod pond banks and swales	155,000	SF	$0.32	$49,600.00		Dieter's Sod
	Sod berms	122,000	SF	$0.32	$39,040.00		Dieter's Sod
	Hydroseed	650,000	SF	$0.08	$52,000.00		Dieter's Sod
	31C - Fencing Package	1	LS	$15,210.00	$15,210.00		Cardinal Fence

EXHIBIT A - GUARANTEED PRICE PROPOSAL
MANATEE TECHANICAL COLLEGE FIRING RANGE PROJECT
PROJECT MCSD #20032.01

Section 5: Schedule of Values
2/14/2024

Line	Description	Quantity	Unit	Unit Price	Cost	Total Cost	Subcontractor
	Galvanized Fencing	1	LS	Included	Included		
	Gate - 16'	1	LS	Included	Included		
	Double Gates - 12'	1	LS	Included	Included		
	Operator / Card access	1	Allow	$15,000.00	$15,000.00		Allowance
	Misc. Sitework						
	400 Gallon Above Ground Tank	1	Allow	$8,000.00	$8,000.00		Allowance
	Septic System, Well & Water Treatment	1	Allow	$50,000.00	$50,000.00		Allowance
VE-32	Obstacle Course	1	LS	$20,000.00	$20,000.00		VE-32
VE-32	VE-32 Delete Obstacle Course	1	LS	-$20,000.00	-$20,000.00		VE-32
	SUBTOTALS			**Check**	**$5,126,934.93**	**$5,126,934.93**	**TRUE**
5.00%	Overhead & Profit					$256,346.75	
	Subtotal					**$5,383,281.67**	
	Permitting / Impact Fees					By Owner	
	General Conditions - Material					$258,975.00	
	General Conditions - Labor					$392,870.00	
	Liability Insurance					$55,027.35	
	Builder's Risk Insurance					$10,552.57	
	Bonding					$49,585.30	
2.50%	Contingency - Owner					$134,582.04	
2.50%	Contingency / Escalation - ADM					$134,582.04	
	Subtotal					**$6,419,455.98**	
	Preconstruction					$14,753.02	
	Total			**Check**		**$6,434,209.00**	

TRUE

AGENDA ITEM NO. 14.2

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title

Approval to Notify Parrish Charter Academy in Writing of Proposed Action to Renew and to Enter into Contract Renewal Discussions for the 2024-2029 School Years (No Anticipated Additional Financial Impact)

Executive Summary

Parrish Charter Academy has been in operation in Manatee County since the 2019 school year, serving students in grades K-8 with approximately 746 students. The current contract for Parrish Charter Academy expires on June 30, 2024.

The Charter Review Team conducted a charter renewal review as required by statute. Florida Statutes 1002.33(8)(a) indicate the sponsor shall make student academic achievement for all students the most important factor when determining whether to renew the charter. Per Section 1002.33(8)(b), Florida Statutes, before a vote on any proposed action to renew, terminate, or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew, terminate or not renew the charter.

Parrish Charter Academy is recommended for a 5-year renewal based on academic data and financial performance, Section1002.33(8)(a), Florida Statutes.

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 to notify Parrish Charter Academy in writing of proposed action to renew and to enter into contract renewal discussions for the 2024-2029 School Years. (No Anticipated Additional Financial Impact)

Financial Impact

The District will receive an administrative fee of five percent (5%) of the FTE on the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, procession of teacher certification data, and information services including access to student information systems. Parrish Charter Academy will receive any remaining FTE and other appropriate funds for the K-8 program.

Contact

Submitting Department: Charter Schools
Initiated by: Dr. Valerie M. Hyer, Coordinator

Attachments:
PCA Renewal 2.3.2024

Parrish Charter Academy

Charter Renewal 2023-2024

Parrish Charter Academy (PCA) is a K-8 charter school located in Parrish, Manatee County, which opened in 2019. The school currently serves students in grades K-7 and will add grade 8 in the 2024-25 school year. PCA currently enrolls 746 students from kindergarten through grade 7 and serves 20 children in VPK. A new building expansion will be opening in January 2024 and will accommodate current PCA students in grades 3-8 while the original building will be dedicated to VPK and grades K-2.

School Mission, Vision, and Concept

"The mission of Parrish Charter Academy (PCA) is to provide academic excellence for all students through experience and self-discovery to develop motivated, independently thinking individuals who demonstrate exemplary character, social confidence, and service to the community.

Moreover, PCA embraces the vision of being a school community that actively cultivates innovation and integrity in a challenging and engaging learning environment that ensures academic and social-emotional success."

Experiential Learning is the foundation for the educational program at Parrish Charter Academy. "Experiential Learning focuses on the learning process for the individual which can occur through many types of "experiences" such as observations, interactions, examinations, discoveries, and experiments. This process is called '*experiential*' due to its intellectual origins which are taken from the experiential work of Lewin, Piaget, Dewey, Freire, and James." (Quotes from PCA charter application.)

The Charter Renewal process included site visits which took place during the week of December 4-8, 2023. School District of Manatee County teams reviewed information across sixteen areas (see attached summary table and renewal documents) and observed the school in operation. The purpose of a charter renewal is to provide the sponsor with charter school performance data related to teaching and learning, finances, assessment, safety, school operations, governance, school-parent communication, and much more.

Overview of School Data

Enrollment Data

23-24	22-23	21-22	20-21	19-20
746	565	493	336	220

Academic Accountability with the State of Florida

22-23	21-22	20-21
C	C	B

Parrish Charter Academy

Charter Renewal 2023-2024

	School Results			District Results		
Category	2020-21	2021-22	2022-23	2020-21	2021-22	2022-23
School Grade	B	C	C	-	B	B
Adjusted Points Earned	109	294	119	605	650	443
Percent Tested	99%	99%	100%	96%	98%	98%
Reading						
Reading % Satisfactory or Higher	61%	57%	51%	51%	51%	48%
Reading Points for Gains		51%		49%	50%	
Reading Gains for Lowest 25%		17%		39%	40%	
Math						
Math % Satisfactory or Higher	48%	43%	46%	55%	58%	57%
Math Points for Gains		40%		46%	57%	
Math Gains for Lowest 25%		42%		40%	48%	
Other						
Writing % Satisfactory or Higher						
Science % Satisfactory or Higher		44%	22%	52%	53%	54%

Financial Audits

General Fund	22-23	21-22	20-21
Total Revenues	$6,197,803	$4,369,017	$3,257,333
Total Expenditures	$5,459,985	$4,107,329	$3,027,748
Fund Balance at end of year	$621,017	$858,002	$453,198

PCA Monitoring and Compliance Grade via Charters.Link

23-24	22-23	21-22	20-21	19-20
A (91%)	A (93%)	A (93%)	A (95%)	B (89.5%)

The school received a total of 200 out of 209 possible points on the Charter Renewal.

The recommendation for Parrish Charter Academy is to receive a five-year standard renewal contract.

Charter School Renewal Summary Table
Parrish Charter Academy

January 2024

Area Reviewed	Compliance Indicators	Feedback/Recommendations
Curriculum and Instruction	14/14	**Elementary Recommendations:** -Math instruction would be strengthened by the use of manipulatives in all grade levels as a part of the CRA (construct representational abstract) mathematical process. The rigor of mathematical tasks should match the rigor of the benchmark. -Due to minimal instruction happening during classroom walks (movies being shown and teacher expressed it was a non-instructional day), district recommendations are limited. **Secondary Recommendations:** -Identify instructional data driven goals and a plan for progress monitoring for Science and Social Studies. -Display student work samples in the secondary classrooms. -Review course titles (ex: 1204000 is no longer titled Intensive Math) -Continue to work towards adding advanced or accelerated pathways for students.
Assessment	10/10	Use FAST and I-Ready data, Easy CBM and I-Ready for Progress Monitoring. Information shared with parents by using FOCUS, parent reports from Renaissance and I-Ready, Florida Reporting System. School calendar shows the plan for sharing grades with Focus-progress reports and quarter grades. Danielson Model is used for teacher observations. FAST, STAR, Semester Exams and Final Exams for Student Growth component for teacher evaluation.
Finance and Operations	25/27	The Charter had CPA revise audited 6.30.23 financial statements after notification of negative general fund balance. The school's CPA revised audited financial statements provided to the district on 12-11-23. CPA had to reclassify transactions to support positive general fund balance. Documents shown in storage room were not labeled and could not verify prior years' storage.
School Safety and Security	25/25	None
ESE	9/9	ESE Specialist was able to answer verbal questions about the process of sending compliance files to the district.
ESOL	7/7	Continue to monitor the students who are still pending to determine ESOL placement.
Facilities	12/12	Opening New Building in January 2024 due to an increase in K-8 student enrollment, and will alleviate space constraints with current portables.
Food Service	9/11	Work with SLA Management to discuss training for staff on servings, required documentation, reimbursable meals, meal requirements, identifying students, and other important documents.

Charter School Renewal Summary Table

January

2024

Parrish Charter Academy

Governance	13/14	Focus on maintaining important information such as communication to parents, charter documentation, finance, adopted policies, etc. in a folder/cloud for easy access.
Human Resources	12/12	None
Insurance	9/9	The aggregate limit is only $1MM, but is acceptable.
School Parent Communication	7/7	Multiple means of parent communication were noted.
Student Support Services	16/20	The school provides a weekly listing of community partners. There was no physical evidence for current DCF reporting calls made though verbal feedback was given. Child abuse courses show records from 20-21 but new staff have been added and mental health plan indicates courses will be completed. It was not clear if the Student Progression Plan was being followed by what was provided. Evidence of a bullying prevention program was not present. Only one email was provided on how to make teachers aware of accommodations, but it doesn't fully indicate that a teacher has been made aware of what is in the 504, just where to find it. "Consent for counseling travels to the next school" was verbally provided by staff, but no evidence provided.
Technology and Information Services	10/10	Review the 22-23, Survey 2 and 3 Digital FTE Box, there are some items missing.
Title 1	N/A	N/A
Transportation	22/22	Well organized and compliant with all state/federal laws/regulations. All documentation was readily accessible.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Alison Nichols, Vanessa Marasco, Dawn Becker, Susan Smucker**

Date of Visit: **12-8-23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

CURRICULUM and INSTRUCTION - ELEMENTARY			
Indicators	**Y**	**N**	**N/A**
Curriculum			
a. Evidence of a detailed curriculum plan that illustrates how students will be provided high quality instruction to attain the Sunshine State Standards (Provide a copy of plan.)	X		
b. Evidence that curriculum is aligned to B.E.S.T. standards.	X		
c. Evidence of learning goals and objectives including how goals will be evaluated to indicate academic improvement.	X		
d. Evidence of a research-based reading curriculum including differentiated strategies for students reading at, above, and below grade level.	X		
e. Evidence of an Intervention Plan for Tier 2/3 students as required by the state.	X		
f. Evidence that reading endorsement is required for instructional staff providing Tier 3 instruction.	X		
g. Evidence that there is a plan to evaluate the effectiveness of the curriculum program.	X		
Instruction			
a. Evidence that a highly qualified instructional staff is employed. (Copy of certificates)	X		
b. Evidence that the instructional staff receives training that will support the distinctive curriculum used at the charter school.	X		
c. Evidence that reading is the focus of the curriculum and that resources are provided to support the curriculum, including staff development.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CURRICULUM and INSTRUCTION - ELEMENTARY			
Indicators	**Y**	**N**	**N/A**
d. Evidence of an English Language Arts block structured to meet the needs of all learners.	X		
e. Evidence of additional instructional time for struggling readers as required by DOE.	X		
f. Documentation that all instructional activities are aligned to the Sunshine State Standards and are supportive of the distinctive curriculum.	X		
g. Classroom environment is reflective of the school's commitment to reading, such as classroom libraries.	X		

Additional Notes, Comments

-There is clear evidence of character building and "Leader in Me" program throughout the school.
-Primary classrooms consisted of centers surrounding number sense and operations. The use of technology was visible.
-4th Grade students were using what they learned through Science Big Ideas 16 and 17 to draft narrative stories about animals they have chosen. This instruction aligns with the school's use of project-based learning.
-The 2nd grade classroom was working towards published draft of student writing to create books.
-Students were collaboratively working together in primary classrooms and 4th grade.
-Evidence of student work and writing displayed throughout classrooms and hallways.
-Kindergarten class included hands-on Science instruction with a focus on magnets.

Recommendations

-The rigor of mathematical tasks should match the rigor of the benchmark. Math instruction would be strengthened by the use of manipulatives in all grade levels as a part of the CRA (construct representational abstract) mathematical process.
-Due to minimal instruction happening during classroom walks (movies being shown and teacher expressed it was a non-instructional day), our recommendations are limited.

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Shannon Flemming, Violeta Felix, Renee Wittenbrook, Kati Wald, Amber Platowski**

Date of Visit: **12/5/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

CURRICULUM and INSTRUCTION - SECONDARY			
Indicators	**Y**	**N**	**N/A**
Curriculum			
a. Evidence of a detailed curriculum plan that illustrates how students will be provided high quality instruction to attain the Sunshine State Standards (Provide a copy of plan.)	X		
b. Evidence that curriculum is aligned to B.E.S.T. standards.	X		
c. Evidence of learning goals and objectives including how goals will be evaluated to indicate academic improvement.	X		
d. Evidence of a research-based reading curriculum including differentiated strategies for students reading at, above, and below grade level, based on the Science of Reading.	X		
e. Evidence of an Intervention Plan for Tier 2 and Tier 3 students in Reading and Math as required by the state.	X		
f. Evidence that reading endorsement is required for instructional staff providing Tier 3 instruction.	X		
g. Evidence that there is a plan to evaluate the effectiveness of the curriculum program.	X		
Instruction			
a. Evidence that a highly qualified instructional staff is employed. (Copy of certificates)	X		
b. Evidence that the instructional staff receives training that will support the distinctive curriculum used at the charter school.	X		
c. Evidence that reading and math are the focus of the curriculum and that resources are provided to support the curriculum, including staff development.	X		

CURRICULUM and INSTRUCTION - SECONDARY			
Indicators	**Y**	**N**	**N/A**
d. Evidence of an English Language Arts block structured to meet the needs of all learners.	X		
e. Evidence of additional instructional time for struggling readers as required by DOE.	X		
f. Documentation that all instructional activities are aligned to the State Academic Standards and are supportive of the distinctive curriculum.	X		
g. Classroom environment is reflective of the school's commitment to reading, such as classroom libraries.	X		

Additional Notes, Comments

- School provides crosswalk for ELA B.E.S.T. standards due to resource being in common core
- Progress monitoring – school participates in FAST PM1/2/3 for ELA and Math
- Multiple digital programs and instructional resources for core and intensive
- Positive and welcoming atmosphere
- Utilizing District curriculum maps for Science and Social Studies

Recommendations

- Identify instructional data driven goals for Science and Social Studies
- Develop a plan to progress monitor for Civics and 8th grade science (prior to implementation during the 24-25 school year)
- Display student work samples in the secondary classrooms
- Review course titles (ex: 1204000 is no longer titled Intensive Math)
- Continue to work towards adding advanced or accelerated pathways for students

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Kathee Troiani - Finance and Rozalyn Maida - Budget**

Date of Visit: **12-5-23 and additional documents sent on 12-14-23.**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status

FINANCE AND OPERATIONS- Indicators	Y	N	N/A
1. Budget Preparation			
a. Identify the person who is the financial contact for the day-to-day information.	X		
b. Evidence of an established budget planning process. Provide a copy of procedures or provide a narrative of the budget process.	X		
c. Evidence that estimates are reasonably accurate.		X	
d. Evidence that budget has been approved by Governing Board and amended as required to safeguard finances. Copy of minutes.	X		
e. Evidence that state accounting code structures or a compatible cross-walk accounting structure is used. (Copy of chart of accounts).	X		
2. Financial Accounting			
a. Evidence of fiscal accounting system for various funds – General, Special Revenue, Capital Outlay.	X		
b. Evidence that expenditures do not exceed available resources in each fund.	X		
c. Evidence of financial accounting policies and procedures. (Copy of and access to procedures manual.)	X		
d. Evidence that monthly financial statements filed timely with the District.	X		
e. Evidence that annual audit consistent with all current GASB pronouncements and submitted by the required date.	X		

FINANCE AND OPERATIONS-			
Indicators	**Y**	**N**	**N/A**
f. Evidence that the independent auditor conducted an exit interview with the chair of the governing board and principal within seven (7) business days to report any findings if the audit reveals a deficit financial position. A final annual financial audit report shall be provided to the entire Governing Board, the District, and DOE, within 14 business days after the exit interview with the independent auditor.	X		
g. Evidence that the annual progress report includes documentation of charter school's financial status.	X		
h. Evidence that capital projects allocation expended in accordance with approved plan.	X		
i. Established system of accounting for fixed assets by funding source in accordance with Rules of the Auditor General 10.400 (Provide a copy of procedures or provide a narrative of the fixed asset accounting process.).	X		
j. Evidence of a property records inventory (Copy of report). 34 CFR 74.34(f) by funding source.	X		
k. Cost report data submitted to District by required date; due to the state on Sept. 11.	X		
l. Evidence of how records are stored and maintained.		X	
m. Evidence of internal controls.	X		
3. Grants Accounting (If applicable)			
a. Established grant accounting procedures. (Copy of or access to procedures manual) 34 CFR 74.21(b)(6), 34 CFR 76.530, 34 CFR 76.702, and OMB Circular A-110	X		
b. Grant application presented to District in a timely manner for appropriate signatures.	X		
c. Evidence that grant files are adequately maintained. (Access to grant files) i. Grant proposal ii. Correspondence to and from Finance iii. Expenditure records iv. Budget amendments v. Inventory list of equipment vi. Personnel logs 34 CFR 74.21(b)(6), 34 CFR 76.730, and OMB Circular A-110	X		
d. Evidence that grant files maintained three (3) years after the grant period ends. 34 CFR 74.53(b)	X		
e. Monthly FA399 reports submitted timely with appropriate documentation. 34 CFR 76.700, 34 CFR 76.722	X		
f. Submit a final FA399 within 30 days after the grant period ends.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FINANCE AND OPERATIONS-			
Indicators	**Y**	**N**	**N/A**
4. Financial Viability			
a. Maintained adequate cash flow to meet salary and benefit requirements.	X		
b. Met financial obligations to District and other vendors.	X		
c. Maintain an adequate fund balance.	X		
Additional Notes, Comments -Evidence of an established budget planning process, but does not provide enough details -Parrish Charter Academy had the CPA revise audited 6.30.23 financial statements after notification of negative general fund balance. -The school's monthly statements are shared in a timely matter. -Parrish Charter Academy revised audited financial statements provided to the district on 12-11-23. The CPA had to reclass transactions to support a positive general fund balance. -The documents shown in the storage room were not labeled and could not verify prior years storage.			
Recommendations			

25 indicators out of 27 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Evan McCarthy, Jessica Kearbey, Jessica Saunders**

Date of Visit: **12/4/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ASSESSMENT			
Indicators	**Y**	**N**	**N/A**
a. Description of method used to identify the educational strengths and needs of students	X		
b. Evidence of an accountability plan including a method for reporting the results to the charter school community. (Evaluation of educational program)	X		
c. Evidence of progress monitoring plan. (Copy of plan)	X		
d. Implementation of a District-Approved Student Progression Plan or evidence that the charter follows the School District of Manatee County Student Progression Plan.	X		
1. Students participate in all age-appropriate district and state assessments. (Copy of School's testing calendar)	X		
2. Evidence as to how results communicated to parents.	X		
3. Procedures are in place to report quarterly grades and mid-term progress to parents/guardians and students.	X		
4. Students performing below grade level in reading, writing, mathematics, or science are identified and provided remedial instruction.	X		
5. Procedures are in place for graduation, promotion, remediation, retention including a process for communicating to parents/guardians and students.	X		
6. Procedures are in place for conducting annual teacher evaluations, including observation of instruction, student	X		

growth ratings based on assessment data, and processes are in place for working with lower performing teachers.			
Assessment (continued)			
Additional Notes, Comments Parrish Charter Academy utilizes different assessments to monitor progress such as FAST and I-Ready. The data is shared in governance board meetings, PTO meetings and on the school's website. The school follows SDMC Student Progression Plan, assessment calendar and the use Focus. The Danielson model in correlation with student data is utilized for evaluations. MTSS was presented and evidence demonstrating interventions, data and progress monitoring tools was available.			
Recommendations			

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: Safety-**Pat Bartholomew**

Date of Visit: **12/04/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

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School Safety and Security Indicators	Y	N	N/A
1. Alyssa's Alert			
a. Evidence of compliance with Alyssa's Alert Testing collaboratively between the local school district, public safety agencies, and local public safety answering point- PSAP.	X		
b. Evidence that System testing was scheduled across all devices after system updates and conducted within Quarter 1.	X		
c. Evidence of a mobile panic alert system with an FDOE approved vendor, with signed contract.	X		
2. Active Assailant			
d. Evidence that the school has adopted a nationally recognized Active Assailant Response Plan and all personnel are trained annually.	X		
e. Evidence that the Florida Safe School Assessment Tool (FSSAT) has been completed.	X		
f. A copy of the Proposed Emergency Drills Schedule for the current school year.	X		
g. Evidence that two fire drills were completed within the first 30 days.	X		
h. Evidence that the school implements and promotes the use of **Fortify Florida** as evidenced by application on all mobile devices, bookmarked on all computer devices used by students; advertised on the school website; posted on the campus; included in newsletter and school publications.	X		

School Safety and Security Indicators	Y	N	N/A
i. Evidence the school conducts monthly Active Assailant Drills and proof that a Law Enforcement Officer is physically present and directly involved.			
j. Evidence of Monthly Threat Assessment Team Meetings including an administrator; mental health counselor; educator; and Sheriff's officer, Police Office or SRO are present in the meetings.	X		
k. Evidence the TAT team completed training through the Office of Safe Schools Staff and sent an employee through the train the trainer program.	X		
l. Evidence the Safe School Officer is present, at a minimum, during the school day when the school facility is open for instruction. A copy of the monthly attendance reporting is completed.	X		
3. Mental Health & Safe Schools			
m. Evidence the school has a Mental Health Plan on file.	X		
n. Evidence the faculty/staff received Mental Health Initial and Refresher training.	X		
o. Evidence that 80% of school-based personnel received MH awareness and assistance training or have a plan to train by end of school year.	X		
p. A copy of the Safe Schools Expenditures Worksheet detailing how Safe Schools funds were expended for the prior school year.	X		
q. A copy of the Safe Schools Policy and Safe Schools Funds form and provide the Charter School Website URL's and contact names on the form.	X		
r. Evidence that all student identification cards issued by the school to students in grades 6-12 must include the telephone numbers for national or statewide crisis and suicide hotlines and text lines.	X		
s. Evidence that the principal has all school persons responsible for SESIR information participate in the required training.	X		
t. Evidence that SESIR data is accurately and timely reported.	X		
u. Evidence that the school adopted a family reunification plan.	X		
v. Evidence that every classroom door is closed and locked with the ability to conceal occupancy when class is in session.	X		
4. Jeffrey Johnston Act			
w. Evidence that the school has implemented a bullying and harassment policy.	X		
x. Evidence that an anti-bullying and harassment program is implemented in a manner that is ongoing throughout the school	X		

School Safety and Security Indicators	Y	N	N/A
year; integrated with the school's curriculum; is evident in the school's discipline policies and other violence prevention efforts.			
5. Jessica Lunsford Act			
y. Evidence that there is a single point of entry with clear visitor screening procedures.	X		
Additional Notes, Comments			
Recommendations			

25 indicators out of 25 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Debra Estes**

Date of Visit: **12/5/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

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NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

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ENGLISH as a SECOND LANGUAGE (ESOL) STUDENTS			
Indicators	**Y**	**N**	**N/A**
a. The ESOL program meets all requirements to ensure compliance with the META Consent Decree.	X		
b. All ESOL documentation will be filed electronically in ELLevation.	X		
c. Documentation of all testing for eligible students is available in the electronic student file in ELLevation.	X		
d. ESOL strategies and accommodations are being provided as indicated on the student's ELL Plan and documented on teacher lesson plans.	X		
e. ESOL staff is appropriately endorsed. Out-of-field staff information is documented and shared with parents/families.	X		
f. ESOL students are receiving instruction at a level of rigor and relevance commensurate with the Florida Standards and at their level of English language proficiency as measured by ACCESS 2.0 for ELLs.	X		
g. Classroom environment supports language development (classroom labels, use of dictionaries and/or glossaries, visuals/anchor charts).	X		
Additional Notes, Comments The school still had students pending to determine ESOL eligibility. The compliance paperwork is complete. Please make sure that the ESOL contact for PCA focuses on communication with the district ESOL Clerk that will support with completion of paperwork.			
Recommendations			

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Maribeth Mason, Sharon Rawls & Marie Volkhardt Rossnagle**

Date of Visit: **12/05/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

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NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

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EXCEPTIONAL STUDENT EDUCATION (ESE)			
Indicators	**Y**	**N**	**N/A**
a. Procedures are in place and followed for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students as set forth in the IDEA guidelines.	X		
b. IEPs are current *and* evidence that all staff have been informed of their specific responsibilities related to implementing the IEP.	X		
c. Personnel are trained in IEP development.	X		
d. Teachers have appropriate ESE certification	X		
e. Matrices are completed by District personnel.	X		
f. ESE education and related services are being delivered as indicated on the student's IEP.	X		
g. Required three-year evaluations are completed on or before the due date.	X		
h. ESE students receive instruction at a level of rigor and relevance commensurate with the Florida State Standards. Evidence of material used.	X		
i. Evidence of the provision of services to gifted and talented students as indicated in students' EP's.	X		

(continued on next page)

EXCEPTIONAL STUDENT EDUCATION (ESE)	(continued)
Additional Notes, Comments The school's ESE Specialist was able to answer verbal questions about the process of sending compliance files to the district.	
Recommendations	

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter School**

Reviewer: **Sally Porter**

Date of Visit: **12/04/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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FACILITIES			
Indicators	**Y**	**N**	**N/A**
a. A copy of the initial Certificate of Occupancy issued by the Code Enforcement Department of jurisdiction is on file at the school and has been submitted to the district, including a copy to cover any renovations.	X		
b. A copy of each annual Fire Safety Inspection performed by the Fire Marshall of jurisdiction is on file at the school and submitted to the district.	X		
c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the district, including standards for serving food and drinking water.	X		
d. A copy of the annual Elevator Inspection (if applicable) is on file at the school and has been submitted to the district.			X
e. A copy of the schedule for Evacuation and Fire Drills for each school year as required by the Fire Marshall of jurisdiction including the dates and comments of actual drills performed. Unannounced drills shall be performed a minimum of every other month. This documentation is on file at the school and has been submitted to the district. Any time remodeling or renovation occurs, an updated copy of the floor plans shall be available at the school and submitted to the district.	X		
f. A copy of the current building floor plans to scale indicating all rooms, corridors, doors, windows, and fire exits. All rooms shall be labeled with square footage noted and a fire exiting path shall be indicated for each occupied space. Any time remodeling or	X		

FACILITIES Indicators	Y	N	N/A
renovation occurs, an updated copy of the plan shall be available at the school.			
g. Evidence provided to the district that the facility is properly insured by the charter school entity.	X		
h. Evidence provided to the district that procedures are in place to manage and regulate hazardous materials.	X		
i. Evidence provided to the district that procedures are in place to ensure the compliance with the Globally Harmonized System (GHS) labeling requirements for hazardous product used in the maintenance activities of each charter facility to be sure that products are properly labeled.	X		
j. Evidence provided to the district that provisions have been made for the proper maintenance and upkeep of school plants, so that students and staff may attend school without sanitary or physical hazards, and provide for the necessary heat, lights, water, power, and other supplies and utilities necessary for the operation of the school.	X		
k. Evidence provided to the district that records are kept showing that Resource Conservation and Recovery Act (40 CFR Part 243-Guidelines for the Storage and collection of Residential, Commercial and Institutional solid Waste) requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.	X		
l. Evidence provided to the district that fire sprinklers, fire alarms, fire extinguishers, and other safety equipment have been inspected and tested annually. (Copy of dated records)	X		
m. F.S. 1013.35 School District Educational Facilities Plan is due annually to DOE. Provide evidence that the following information must be reported to the district to complete the report: 1. Location of charter 2. Number of relocatables 3. Owner 4. Year started/scheduled 5. Total number of student stations 6. Current student enrollment 7. Years in contract 8. Charter school projections	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FACILITIES			
Indicators	Y	N	N/A
Additional Notes, Comments Excellent. Opening New Bld. to handle K-8 growth that are now in portables.			
Recommendations			

12 indicators out of 12 **(applicable)** met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Jennifer Davis**

Date of Visit: **12/5/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FOOD SERVICE			
Indicators	**Y**	**N**	**N/A**
a. Evidence of procedures and policies covering the administration and operation of the school food service program.	X		
b. Evidence that the Governing Board has adopted policies to provide for an appropriate food and nutrition program for students consistent with Federal and State law.	X		
c. Evidence that free and reduced meals are available for eligible students.	X		
d. Free and reduced lunch applications are current and on file. The students have been appropriately coded in the district data management system.	X		
e. The charter school has a current Wellness Policy approved by the Florida Department of Agriculture.	X		
f. The charter school is using menus approved by the Florida Department of Agriculture.	X		
g. Meals served meet guidelines for meal components and portions as defined by age/grade and comply with applicable USDA regulations.		X	
h. Procedures are in place to ensure that storage and handling of foods are appropriate to sanitation standards.	X		
i. Current operating permit from the Health Department is posted.	X		
j. Production records documenting menu items. Portion sizes, amount prepared and served are kept on a daily basis.		X	
k. Evidence that the charter school's non-profit Food Service account is account is in good standing	X		

(continued on next page)

FOOD SERVICE	(continued)

Additional Notes, Comments

-Meals claimed that were not fully reimbursable meals. i.e., chicken nuggets and two fruits are only two full components. Students needed another item.
-Students were not identified at the point of sale.
-All menu items were not available to students during the observed lunch period. i.e., breadstick.
-Lunch Production record issues include: no milk, no serving sizes, missing menu items, not enough entrees served for claimed reimbursable meals. 95 entrees vs 309 meals served for 12/1/23.
-No snack production for snack meals.
-Breakfast Production records did not include milk. 76 meals served but only 74 entrees were in production. There was enough for student meals, but not for the second meal also recorded.

Recommendations

PCA should work with SLA to retrain staff on reimbursable meals and identify students. The milk cooler should be moved to the beginning or end of the serving line. Utilize a production worksheet and a final working production total sheet. The sheets need to have served sizes, amount served, leftovers, and all items served. The total number of entrees served must be equal to or greater than the total number of meals served. This should be reviewed daily. If a student has two entrée items on tray, make sure to charge for the second entrée item.

9 indicators out of 11 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Dr. Valerie Hyer and Selenia Quiñones**

Date of Visit: **2/05/23 and 12/06/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
1. The following essential documents are available, up-to-date, signed, dated, appropriately organized, readily accessible, and professionally presented in a notebook or file.			
a. Charter School application, contract, and any amendments.	X		
b. Incorporation papers with bylaws (Include renewals).	X		
c. Evidence that the Governing Board has completed the required Governance Training	X		
d. Evidence that the Governing Board has undergone background screening.	X		
e. Evidence of documentation informing parents how to register a complaint or place an item on the Governing Board Agenda.	X		
f. Evidence that parents are aware of how to contact the Governing Board.	X		
g. A set of documents organized chronologically containing Governing Board meeting announcements, meeting agendas (including citizen input) and meeting minutes (dated and signed). These items should be available upon request.	X		
h. Evidence of policies that have been adopted by the Governing Board. Each policy is dated, signed and adoption dates are included in minutes.		X	
i. Provide an organization chart for the school, including the relationship of the Board to the school's leadership.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

GOVERNANCE Indicators	Y	N	N/A
j. Provide a list of current Board members. Provide a brief description of the person's background and if applicable evidence of **FS1002.33(26)(c):** An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.	X		
2. Parents are informed about the procedures by which the charter school resolves disputes.	X		
3. Evidence of timely submission of the state required Annual Report indicating compliance in all areas or a corrective action plan for areas out of compliance.	X		
4. Description of the required qualifications of teachers and the strategies used to recruit, hire, train and retain qualified staff to achieve the best teaching and learning results.	X		
5. Evidence that the school's mission/vision is reflected in the school's climate.	X		

Additional Notes, Comments

Parrish Charter Academy presented evidence of the governing board items through their website and parent/student handbook. The school vision/mission was evident through pictures shared and classroom walkthroughs.

Recommendations

It is encouraged that Parrish Charter Academy maintains either in a folder/cloud file of the documentation related to parent communication, charter contracts/amendments, and finance for easy access. Work on sharing governance board agenda with topics to families prior to board meetings. In addition, opening the new building will help Parrish Charter have more space to handle the day to day operations.

13 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Dr. Silvana Ianinska**

Date of Visit: **12/7/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
a. Policies and procedures for the appointment, compensation, promotion, suspension and dismissal of employees are documented and approved by the Governing Board. (Evidenced in minutes.)	X		
b. All employees (staff and instructional) and Governing Board members have been fingerprinted and have Florida Department of Law Enforcement background screenings on file at the school. (1012.32, 1002.33 (12) (g))	X		
c. School policy for a drug-free workplace is kept on file.	X		
d. Evidence that job descriptions are on file for all employees, including the principal.	X		
e. Evidence of an employee agreement/contract is on file for each employee including the principal. The agreement should include salary, duties, and dates of employment.	X		
f. Evidence of teacher certification document kept in files.	X		
g. Evidence for licenses of professional staff: Speech/Language Pathologist, Physical Therapist, Occupational Therapist on file.	X		
h. Personnel files are maintained appropriately including copies or the following documents: social security card, driver's license, employment application, employment contract, references, official transcript, teaching certificate, license, evaluation, medical records, I-9 forms, W-4 payroll form, current year evaluation	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
i. Evidence of staff development opportunities including topic, date, and list of participants.	X		
j. A complete list of charter school employees is on file, including name, address and phone number.	X		
k. Evidence of policies and procedures for sick leave/personal leave.	X		
l. Evidence that a policies and procedures manual is made available to personnel.	X		

Additional Notes, Comments

-A list of participants was not available for the course offered through MyPGS. Professional development is helping the principal retrieve this information.
-Transcripts are not required provided the state issues certification is on file.

Recommendations

12 indicators out of 12 met with compliance.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Bill Kelley**

Date of Visit: **12/7/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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INSURANCE			
Indicators	**Y**	**N**	**N/A**
a. Insurance policies are on file documenting active coverage with minimum limits as set forth in the charter contract.	X		
b. School Leaders-Errors & Omissions	X		
c. Commercial General Liability	X		
d. Workers' Compensation/Employers Liability	X		
e. Property Insurance (*including boiler and machinery coverage)*	X		
f. Benefits Administration Coverage (to provide employee benefits i.e. health, life)	X		
g. Automobile Liability Insurance	X		
h. Evidence that the certificates of insurance have been provided to the district office indicating the district as an additional insured.	X		
i. Liability limits of one million per occurrence and two million aggregate.	X		
Additional Notes, Comments The aggregate limit is only $1MM, but this can be accepted.			
Recommendations			

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Dr. Valerie Hyer and Selenia Quiñones**

Date of Visit: **12/5/23 and 12/6/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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SCHOOL-PARENT COMMUNICATION			
Indicators	**Y**	**N**	**N/A**
a. Evidence that the charter school provides parents with sufficient information related to student achievement.	X		
b. Describe method used to share accountability plan with parents.	X		
c. Evidence that qualifications of teachers have been communicated to parents. (Out-of-field letters)	X		
d. Evidence that school has a policy to keep parents informed of student progress, student programs, student attendance and the availability of academic assistance.	X		
e. Provide evidence that the charter school student has been provided an opportunity to participate in interscholastic extracurricular activity. (1002.33 (11))	X		
f. Provide a copy of the school's daily schedule, annual calendar, including number of days and hours of instruction.	X		
g. Evidence of parent communication in regard to Academic Substantial Deficiency in Reading and Math per FS 1008.25	X		
Additional Notes, Comments Parrish Charter Academy utilizes Focus-Report Cards, Progress Reports in addition to STAR/I Ready Data to communicate with parents and provide evidence of student achievement. The school also had evidence of parent conferences, academic deficiency letters, plus student/family handbook on how to share accountability reports. The schools' website, newsletters and the use of Class Dojo are other means by which the school keeps parents informed on activities.			
Recommendations			

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Kelly Kennedy, Barbara Hefner, Larissa Bennett**

Date of Visit: **12/5/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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STUDENT SUPPORT SERVICES			
Indicators	**Y**	**N**	**N/A**
a. Clinic area is managed appropriately.	X		
b. Health services are managed appropriately, including the administering of medication. (Copy of Policy and Procedures)	X		
c. School has a Code of Student Conduct in use. (Copy of Code of Conduct and any Behavioral Contracts)	X		
d. Description of procedure for the dismissal of students. (Copy of procedures)	X		
e. Student records are appropriately managed, including an access log.	X		
f. Student cumulative records are stored appropriately.	X		
g. A copy of the semi-annual county Health Inspection is on file.	X		
h. Evidence of any community partnerships.	X		
i. Abuse Reporting (mandated) and documentation		X	
j. Documentation of Suicide Prevention training for staff (required)	X		
k. Evidence Manatee County Student Progression Plan is being followed.		X	
l. Evidence that Middle and High School courses meet NCAA requirements	X		
m. Evidence of Course Acceleration opportunities for students (FLVS, Dual Enrollment)	X		

STUDENT SUPPORT SERVICES (continued)			
Indicators	**Y**	**N**	**N/A**
n. Course Recovery options for Middle and High School students (required)	X		
o. Evidence of Character Education (required) and bullying prevention.	X		
p. Appropriate teachers/staff are aware of Section 504 plan accommodations for students.		X	
q. The school's annual Mental Health Plan (per SB7030) is available and being followed.	X		
r. In accordance with SB7030 MH reporting requirements related to mental health services are transferred at the time of student initial registration or transfer of student records.		X	
s. In accordance with SB 7030, the use of a behavioral threat assessment instrument developed by the OSS is in place.	X		
t. Upon student transfer to a different school, verification of any intervention services provided remains in place until the threat assessment team of the receiving school determines the need for intervention services.	X		

Additional Notes, Comments

Parrish Charter Academy provides a weekly listing of community partners. There was no physical evidence for current DCF reporting calls made though verbal feedback was given. Child abuse courses show records from 20-21 but new staff have been added and mental health plan indicates courses will be completed. It was not clear if the Student Progression Plan was being followed by what was provided. Evidence of a bullying prevention program was not present. Only one email was provided on how to make teachers aware of accommodations, but it doesn't fully indicate that a teacher has been made aware of what is in the 504, just where to find it. "Consent for counseling travels to the next school" was verbally provided by staff, but no evidence provided.

Courses only through FLVS for Algebra.

Recommendations

16 indicators out of **20** met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

Health Services Findings

Emergency Procedures

CH 64F – 6.004(1)

Requires that clinic have policies, procedures and protocols readily available. Access has been granted to District Nurse's Sharepoint – which contains Medication Policy and Emergency Guidelines as required by the above.

Health Room is staffed full time by one of three Unlicensed Assistive Personnel, although not all are certified in First Aid and CPR.

Medications

1006.062 (1)

Medication Orders, parental permissions and medication administration are all in good order. It is suggested that the Daily medications be kept in a separate locked cabinet from the Emergency medications, as these should be kept unlocked during the day.

There is no evidence that Medication Administration Training has been given by the RN contracted by the school. There was a blank training form that was signed by the RN – but nothing else was completed.

There is a student with Diabetes that self carries and administers her own insulin. Clinic staff assist in counting carbohydrates. There is no permission form on file from the parent. This form can be found in the Nures's sharepoint site. It is suggested that the clinic staff also be informed of the students blood glucose levels during the day.

Clinic Log

CH 64F-6.005.

There is no standard log in use as required. One has been provided for future use in the Nurse's sharepoint site under the folder entitled Charter Schools.

Overall, the clinic is well managed and the staff was eager to assist me in the review. In partnership with the District, any future questions the school has will be happily answered.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Darlene Black**

Date of Visit: **12/8/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY			
Indicators	**Y**	**N**	**N/A**
a. Attendance records are on file to verify students in attendance during the October and February DOE FTE survey weeks.	X		
b. Signed original documentation for DOE FTE is submitted to the Student Information Systems Department.	X		
c. School has sufficient equipment and trained personnel sufficient to fulfill data management requirements.	X		
d. Evidence that an active FTE team is functioning to monitor the FTE process.	X		
e. Daily automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.	X		
f. Staff responsible for data management attends the regularly scheduled district training to ensure accuracy of data.	X		
g. Technology and Internet Safety Policy for SDMC is followed, ensuring that student technology educational experiences are consistent with the goals of SDMC.	X		
h. Technology equipment is compatible with district equipment.	X		
i. Evidence that staffing information is appropriately reported in the student data system.	X		
j. Evidence that students have access to technology.	X		

(continued on next page)

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY	(continued)
Additional Notes, Comments Review the 22-23, Survey 2 and 3 Digital FTE Box, there are some items missing.	
Recommendations	

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Parrish Charter Academy**

Reviewer: **Jamie Warrington**

Date of Visit: **12/5/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TRANSPORTATION **Indicators**	**Y**	**N**	**N/A or Monitored by SDMC**
1) Evidence that transportation is provided consistent with Florida Statute 1006, 1012.45, and Florida Administrative Code 6A-3.	X		
a) For Each Driver:			
i) CDL with P & S endorsements and no air brake restrictions	X		
ii) Driving Record Reviews found in State System (Auto)			SDMC
(1) Annually, before the first day of the fall semester			SDMC
(2) Weekly Updates			SDMC
iii) Annual Dexterity on file (with District)	X		
iv) Current Medical Card on File	X		
v) Random Drug testing is occurring quarterly (by District)			SDMC
vi) 40-hour Training Certification on file (FDOE Curriculum)	X		
vii) Annual 8 hours in-service on file			SDMC
viii) Current CPR/First Aid Card (by 11.1.2020 for existing drivers/assistants)	X		
b) Daily Pre-trip inspections on file for all buses used	X		
i) All buses used were in service	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

TRANSPORTATION Indicators	Y	N	N/A or Monitored by SDMC
c) Required 30-day bus safety inspections	X		
d) Bus evacuation drills (first 6 weeks of semester 1 & 2)	X		
e) Safe operator plan	X		
f) Policy prohibiting the use of cell phones/wireless devices while operating a school bus	X		
g) Instruction about safe practices for all riders during the first 6 weeks of school	X		
h) Parents notified in writing of their responsibilities and related school policies	X		
2) Route information for all students transported by school bus on file.	X		
3) Evidence of contract information relevant to any situation where a parent or other driver is providing transportation services.	X		
4) Evidence that any vehicle owned or leased by the school and used to transport students is certified and properly insured.	X		
5) Copy of contract for student transportation is on file.	X		
6) Evidence of policy and procedures to enforce high standards for student conduct on school buses.	X		
7) Spare bus(es) back-up plan in the event a bus is out of service.	X		
8) Accident procedures are on file.	X		
9) Evidence that transportation is not a barrier to equal access to the charter program.	X		
Additional Notes, Comments Well organized and compliant with all state/federal laws/regulations. All documentation was readily accessible.			
Recommendations			

22 indicators out of 22 met with compliance.

Parrish Charter Academy

8605 Erie Road, Parrish, FL 34219 | (941) 545-6380 | https://www.pcaedu.org/contact-us
Grades K - 8 | Enrollment 743| School Specialty Program – Experiential Learning | Principal – Dawn Patterson

PARRISH CHARTER ACADEMY

School Information			
Management Company	Forza Education Management	**High Performing Status**	No
Title I	No	**Accredited**	No
Board Chair	Mark McCabe	**Contract Term**	2018-2024
Year Open	2019	**Grades Served**	K-8

Enrollment			
Demographics	**2020-21**	**2021-22**	**2022-23**
Total Enrollment	336	493	565
% Free and Reduced Lunch Program (FRLP)	37%	23%	25%
% Students with Disabilities (SWD)	9%	12%	12%
% English Language Learners (ELL)	*	2%	2%
% Black	5%	4%	4%
% White	73%	74%	74%
% Hispanic	14%	14%	14%
% Other	9%	8%	8%

Academic Performance			
Indicators	**2020-21**	**2021-22**	**2022-23**
FLDOE School Accountability Grade	B	C	C
English Language Arts: % Proficiency	61%	57%	51%
English Language Arts: % Learning Gains	-	51%	-
Mathematics: % Proficiency	48%	43%	46%
Mathematics: % Learning Gains	-	40%	-
Science: % Proficiency	N/A	44%	22%
Civics/US History EOC: % Proficiency	N/A	N/A	N/A
Middle School Acceleration	N/A	N/A	N/A
College/Career Readiness	N/A	N/A	N/A
H.S. Graduation Rate	N/A	N/A	N/A
School Improvement Plan Required (Yes/No)	No	No	Yes-ATSI

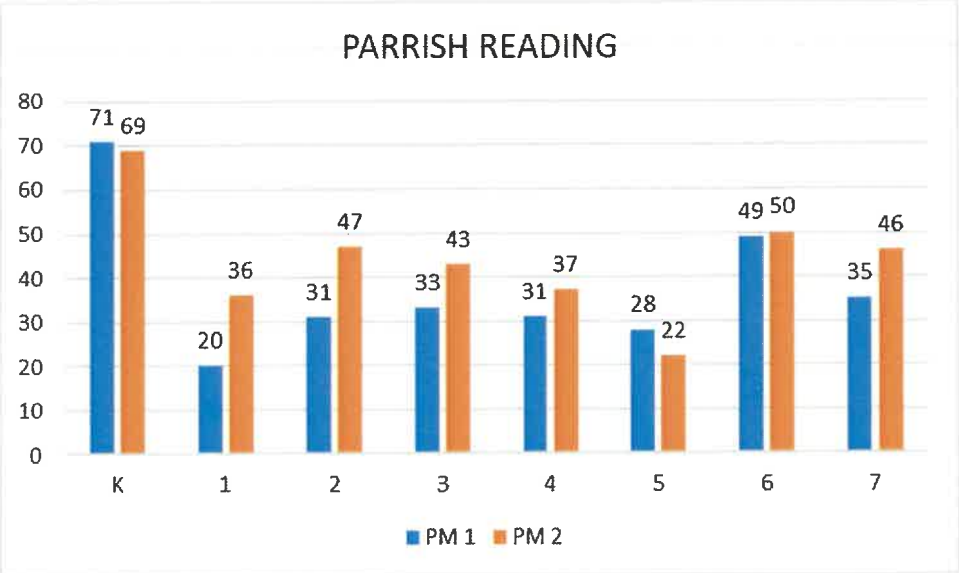
Operational Compliance and Governance			
Compliance Monitoring	**2020-21**	**2021-22**	**2022-23**
Charters Link	95%	93%	93%
The Compliance Rating is based on the timeliness and completeness of the school's compliance with the charter contract, certain local, state and federal legal requirements, and directives/regulations issued by the FLDOE or similar jurisdictional agencies as calculated by the district's online charter school compliance system.			

Financial Performance			
Financial Performance Indicators-General Fund	**2020-21**	**2021-22**	**2022-23**
Annual Revenue	$2,731,459	$4,369,017	$6,197,803
Expenditures	$2,726,962	$4,107,329	$5,459,985
Fund Balance	$4,497	$858,002	$621,017
Financial Deteriorating Condition (Yes/No)	No	No	No

This document is a tool intended to inform stakeholders of a charter school's overall profile and not as a scored performance framework. A performance framework is a group of scored metrics that result in overall ratings. A school profile is a collection of critical but unscored information and/or metrics about a school that can be widely shared alongside the rating of a school's performance and quality.

PARRISH CHARTER ACADEMY
SOARING BEYOND EXPECTATIONS!

STAR/FAST Reading Proficiency as of January 25, 2024

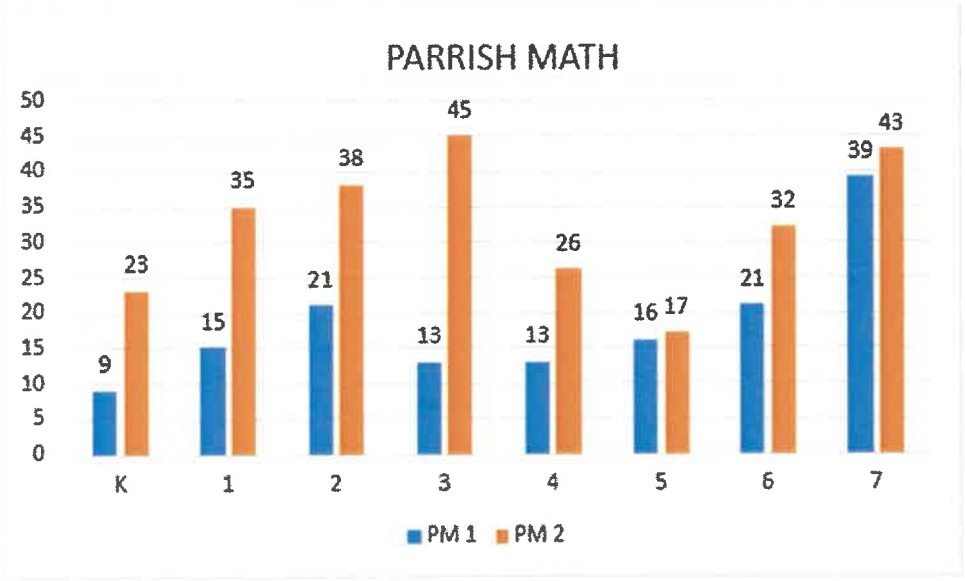


PARRISH-READING-GROWTH										
	PM 1					PM 2				
School	1	2	3	4	5	1	2	3	4	5
3rd	45%	22%	22%	9%	2%	31%	26%	23%	15%	5%
4th	40%	29%	19%	11%	1%	40%	23%	22%	10%	5%
5th	44%	29%	21%	5%	2%	33%	44%	13%	6%	3%
6th	21%	30%	29%	16%	4%	16%	34%	27%	19%	4%
7th	22%	43%	20%	13%	2%	13%	40%	23%	18%	5%

PARRISH CHARTER ACADEMY

SOARING BEYOND EXPECTATIONS!

STAR/FAST Math Proficiency as of January 22, 2024



PARRISH-MATH-GROWTH										
	PM 1					PM 2				
School	1	2	3	4	5	1	2	3	4	5
3rd	48%	39%	11%	2%		23%	32%	28%	16%	1%
4th	63%	24%	12%	1%		52%	23%	13%	13%	
5th	58%	26%	6%	8%	2%	42%	40%	6%	8%	3%
6th	44%	34%	11%	10%		20%	47%	24%	7%	1%
7th	38%	23%	27%	12%		17%	40%	23%	17%	3%

AGENDA ITEM NO. 14.3

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval to Notify Visible Men Academy in Writing of Proposed Action to Renew and to Enter into Contract Renewal Discussions for the 2024-2029 School Years (No Anticipated Additional Financial Impact)

Executive Summary
Visible Men Academy has been in operation in Manatee County since the 2013 school year, serving students in grades K-5 with approximately 66 students. The current contract for Visible Men Academy expires on June 30, 2024.

The Charter Review Team conducted a charter renewal review as required by statute. Florida Statutes 1002.33(8)(a) indicate the sponsor shall make student academic achievement for all students the most important factor when determining whether to renew the charter. Per Section 1002.33(8)(b), Florida Statutes, before a vote on any proposed action to renew, terminate, or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew, terminate or not renew the charter.

Visible Men Academy is recommended for a 5-year renewal based on academic data and financial performance, Section 1002.33(8)(a), Florida Statutes.

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 to notify Visible Men Academy in writing of proposed action to renew and to enter into contract renewal discussions for the 2024-2029 School Years (No Anticipated Additional Financial Impact).

Financial Impact
The District will receive an administrative fee of five percent (5%) of the FTE on the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, processing 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 Schools
Initiated by: Dr. Valerie M. Hyer, Coordinator

Attachments:
VMA Renewal 2.3.2024

Visible Men Academy

Charter Renewal 2023-2024

Visible Men Academy (VMA) is a K-5 charter school located in Bradenton which has been in operation since 2013. The school currently serves 66 boys and has brought the school grade up from an F to a C in the state accountability system. VMA hopes to expand enrollment once a permanent facility can be purchased. Currently, the school is located in a church building and several portables at 921 63rd Avenue East.

School Mission, Vision, and Concept

"The mission of VMA is to provide boys with outstanding academic, character, and social education in a nurturing school environment.

The purpose of VMA is to deliver a high-quality educational experience that meets the specific needs of at-risk elementary school boys through the collaborative efforts of administrators, teachers, parents, the broader community, and the students themselves.

The VMA vision is to lead boys toward a realization of their innate strong character – boys who are family oriented, community conscious, and globally aware. Through a firm foundation of intellectual and academic diligence, VMA students are equipped to meet and exceed the expectations of challenging middle and high school environments and are eager and determined to pursue college education. Through the rigorous modeling experience of the Visible Men Success Curriculum, VMA students gain vast exposure to future personal and career possibilities. These combine to cultivate within VMA students an unyielding sense of control over their futures – a critical orientation for lifelong success, personal fulfillment, and family and community contribution." (Quote from VMA charter application.)

The Charter Renewal process included site visits which took place during the week of December 4-8, 2023. School District of Manatee County teams reviewed information across sixteen areas (see attached summary table and renewal documents) and observed the school in operation. The purpose of a charter renewal is to provide the sponsor with charter school performance data related to teaching and learning, finances, assessment, safety, school operations, governance, school-parent communication, and much more.

Please see the data below:

Enrollment Data:

23-24	22-23	21-22	20-21	19-20
66	63	71	84	102

Visible Men's Academy- FDOE Academic Accountability

22-23	21-22	20-21	18-19	17-18
C	F	N/A	B	A

Visible Men Academy

Charter Renewal 2023-2024

Academic Accountability (continued)

	School Results					District Results				
Category	2017-18	2018-19	2020-21	2021-22	2022-23	2017-18	2018-19	2020-21	2021-22	2022-23
School Grade	A	B	-	F	C	B	B	-	B	B
Adjusted Points Earned	259	322	109	155	94	641	671	605	650	443
Percent Tested	100%	100%	95%	99%	100%	99%	98%	96%	98%	98%
Reading										
Reading % Satisfactory or Higher	46%	40%	18%	18%	37%	52%	53%	51%	51%	48%
Reading Points for Gains	73%	53%	36%	48%		52%	54%	49%	50%	
Reading Gains for Lowest 25%						43%	47%	39%	40%	
Math										
Math % Satisfactory or Higher	66%	54%	28%	27%	57%	57%	61%	55%	58%	57%
Math Points for Gains	74%	68%	20%	42%		57%	61%	46%	57%	
Math Gains for Lowest 25%		60%				46%	51%	40%	48%	
Other										
Writing % Satisfactory or Higher										
Science % Satisfactory or Higher		47%	7%	20%		55%	54%	52%	53%	54%

Financial Audits:

General Fund	22-23	21-22	20-21
Total Revenues	$1,141,059	$2,105,626	$1,754,670
Total Expenditures	$1,742,435	$2,066,458	$1,742,205
Fund Balance at end of year	$192,860	$794,236	$557,842

VMA Monitoring and Compliance Grade via Charters.Link

23-24	22-23	21-22	20-21	19-20
B (89%)	B (84%)	B (87%)	A (92%)	B (83%)

The school received a total of 206 points out of a total of 217 possible points across sixteen areas on the Charter Renewal. With the support of the Governing Board in correlation with the School Principal, and the ongoing SIP monitoring from the School District of Manatee County, Visible Men Academy will continue to positively impact at risk boys in Manatee County.

The recommendation is for Visible Men Academy to receive a five-year standard renewal contract.

Charter School Renewal Summary Table
Visible Men Academy

January 2024

Area Reviewed	Compliance Indicators	Feedback/Recommendations
Curriculum and Instruction	14/14	VMA utilizes the Eureka Math curriculum, resulting in the following standards are not completely addressed in the curriculum: NSO.1.1, NSO.1.2, M.1.1, M.2.2, GR.1.2- Because these standards are not completely addressed, the B1G-M instructional guide should be used to plan how to effectively teach the benchmark and what an instructional task will look like. Information shared should have included supplemental resources being utilized such as Read 180, UFLI, and Acaletics. Invest in a core resource for science at minimum for 3rd to 5th grades. Be consistent in the use of benchmarks as some rooms had common core language in the posted "I can..." statements.
Assessment	10/10	VMA utilizes different methods to identify educational strengths and needs such as Level 1 and 2 FAST Scores, Read 180, and System 44. For Progress Monitoring, VMA utilizes I-Ready, Acaletics, ReadWorks, IRF, and Dibels. Communication on data takes place through e-mail and MTSS meetings. Documentation/Schedule of MTSS process is used for identifying students performing below expectations. Students are also designated as RTI in FOCUS. The school uses Class DoJo, Family Literacy Night, the school website and monthly board meetings to report results to the school community. The SDMC Student Progression Plan is followed. The Florida Consortium of Public Charter School Evaluation System (Observe for Success) is used as an evaluation tool.
Finance and Operations	24/27	The charter should develop grant procedures using the CFR and OMB as a guideline. The charter should review the storage of information access to more than one individual's account. The charter has changed accounting company which has helped with timely submissions.
School Safety and Security	23/23	All items were met with compliance
ESE	9/9	VMA has learning equipment to work with ESE students and regular education students to help them stay focused and on task.
ESOL	7/7	Documentation still references FSA. Also, some documentation still refers to 2022 and needs to be updated.
Facilities	12/12	Building plans should be available from the church. Fire exit maps must be in all rooms w/primary and secondary exit directions marked on each. Specific to each room.
Food Service	11/11	The Food Service Program is provided under the Manatee County District National School Lunch Program agreement.
Governance	12/14	Focus on an active file where documentation is available for easy access. In this binder/cloud your team can place agenda, minutes, policies signed and approved, etc.
Human Resources	12/12	Ensure staff evaluations are printed and added in personnel files.
Insurance	9/9	No concerns.

Charter School Renewal Summary Table **January 2024**

Visible Men Academy

School Parent Communication	7/7	Focus on updating documents to reflect 2023-2024. For easy access, maintain a file with parent communication with important information such as ongoing emails, out of field letters and newsletters sent, programs offered, academic updates, charter information, etc.
Student Support Services	12/17	SDMC encourages the school to focus on the documentation aspects of important students, health, and compliance pieces. These should always be gathered and available.
Technology and Information Services	10/10	Ensure all current year items are in FTE box.
Title 1	6/7	Improve documentation of interventions for students, communication with families, requests for reimbursement.
Transportation	27/27	No issues.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewers: **Alison Nichols, Vanessa Marasco, Dawn Becker, Susan Smucker**

Date of Visit: **12-8-23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
Curriculum			
a. Evidence of a detailed curriculum plan that illustrates how students will be provided high quality instruction to attain the Sunshine State Standards (Provide a copy of plan.)	X		
b. Evidence that curriculum is aligned to B.E.S.T. standards.	X		
c. Evidence of learning goals and objectives including how goals will be evaluated to indicate academic improvement.	X		
d. Evidence of a research-based reading curriculum including differentiated strategies for students reading at, above, and below grade level.	X		
e. Evidence of an Intervention Plan for Tier 2/3 students as required by the state.	X		
f. Evidence that reading endorsement is required for instructional staff providing Tier 3 instruction.	X		
g. Evidence that there is a plan to evaluate the effectiveness of the curriculum program.	X		
Instruction			
a. Evidence that a highly qualified instructional staff is employed. (Copy of certificates)	X		
b. Evidence that the instructional staff receives training that will support the distinctive curriculum used at the charter school.	X		
c. Evidence that reading is the focus of the curriculum and that resources are provided to support the curriculum, including staff development.	X		
d. Evidence of an English Language Arts block structured to meet the needs of all learners.	X		

CURRICULUM and INSTRUCTION			
Indicators	**Y**	**N**	**N/A**
e. Evidence of additional instructional time for struggling readers as required by DOE.	X		
f. Documentation that all instructional activities are aligned to the Sunshine State Standards and are supportive of the distinctive curriculum.	X		
g. Classroom environment is reflective of the school's commitment to reading, such as classroom libraries.	X		

Additional Notes, Comments

- There was intentional use of academic vocabulary in K, 2, 4th, and 5th grades in both Reading and Math.
- Focus on language in Kindergarten with high expectations that students are engaging in speaking and listening.
- Second Grade integrated the Arts into the Reading lesson as a result of the partnership with the Center for PAInT
- All students had texts in their hand during reading instruction in Kindergarten and 2nd grade.
- Students were engaged and responsible for "doing the work".
- School added additional professional learning opportunities this year to include AVID, arts integration with the Center for PAInT, Project Reach, etc.
- Time in schedule for whole group, small group, and individualized instruction was evident during classroom walks in Kindergarten and 4th grade.
- Anchor charts posted in most classrooms to support instruction.
- Primary classrooms integrated the use of calendars to support math skills and concepts.
- Positive interactions and relationships were evident throughout the school, especially during the morning meeting and Shine ceremony.

Recommendations

- Based on the literature provided by VMA regarding the Eureka Math curriculum, the following standards are not completely addressed in the curriculum: NSO.1.1, NSO.1.2, M.1.1, M.2.2, GR.1.2- Because these standards are not completely addressed, the B1G-M instructional guide should be used to plan how to effectively teach the benchmark and what an instructional task will look like.
- Application may need some revisions to include supplemental resources being utilized such as Read 180, UFLI, and Acaletics.
- Invest in a core resource for Science at minimum for 3rd to 5th grades.
- Consistent use of benchmarks as some rooms had common core language in the posted "I can..." statements.

14 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Evan McCarthy, Jessica Kearby, Ashley Grantham**

Date of Visit: **12/4/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

ASSESSMENT			
Indicators	Y	N	N/A
a. Description of method used to identify the educational strengths and needs of students	X		
b. Evidence of an accountability plan including a method for reporting the results to the charter school community. (Evaluation of educational program)	X		
c. Evidence of progress monitoring plan. (Copy of plan)	X		
d. Implementation of a District-Approved Student Progression Plan or evidence that the charter follows the School District of Manatee County Student Progression Plan.	X		
1. Students participate in all age-appropriate district and state assessments. (Copy of School's testing calendar)	X		
2. Evidence as to how results communicated to parents.	X		
3. Procedures are in place to report quarterly grades and mid-term progress to parents/guardians and students.	X		
4. Students performing below grade level in reading, writing, mathematics, or science are identified and provided remedial instruction.	X		
5. Procedures are in place for graduation, promotion, remediation, retention including a process for communicating to parents/guardians and students.	X		
6. Procedures are in place for conducting annual teacher evaluations, including observation of instruction, student growth ratings based on assessment data, and processes are in place for working with lower performing teachers.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

Assessment (continued)	
Additional Notes, Comments a. Level 1 and 2 FAST Scores, Read 180, and System 44 b. Class DoJo, Family Literacy Night, school website, monthly board meetings c. I-Ready, Acaletics, ReadWorks, IRF, Dibels d. Uses District Student Progression Plan 1. Included district testing schedule 2. Communicate data through e-mail, MTSS meetings 3. Example of Report Cards with teacher comments, District Progress Reports. 4. Read-180, UF Concept Assessment, Documentation/Schedule of MTSS process. Students are marked as RTI in FOCUS. 5. District Student Progression Plan. The school fills out a Student Endanger Retainment for to complete for students for retention. Included information on Reading Remediation Plan 6. Florida Consortium of Public Charter School Evaluation System (Observe for Success)	
Recommendations	

10 indicators out of **10** met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Kathee Troiani and Rozalyn Maida**

Date of Visit: **December 6, 2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status

FINANCE AND OPERATIONS-			
Indicators	**Y**	**N**	**N/A**
1. Budget Preparation			
a. Identify the person who is the financial contact for the day-to-day information.	X		
b. Evidence of an established budget planning process. Provide a copy of procedures or provide a narrative of the budget process.	X		
c. Evidence that estimates are reasonably accurate.	X		
d. Evidence that budget has been approved by Governing Board and amended as required to safeguard finances. Copy of minutes.	X		
e. Evidence that state accounting code structures or a compatible cross-walk accounting structure is used. (Copy of chart of accounts).	X		
2. Financial Accounting			
a. Evidence of fiscal accounting system for various funds – General, Special Revenue, Capital Outlay.	X		
b. Evidence that expenditures do not exceed available resources in each fund.	X		
c. Evidence of financial accounting policies and procedures. (Copy of and access to procedures manual.)	X		
d. Evidence that monthly financial statements filed timely with the District.		X	
e. Evidence that annual audit consistent with all current GASB pronouncements and submitted by the required date.	X		
f. Evidence that the independent auditor conducted an exit interview with the chair of the governing board and principal within seven (7) business days to report any findings if the audit	X		

FINANCE AND OPERATIONS-			
Indicators	**Y**	**N**	**N/A**
reveals a deficit financial position. A final annual financial audit report shall be provided to the entire Governing Board, the District, and DOE, within 14 business days after the exit interview with the independent auditor.			
g. Evidence that the annual progress report includes documentation of charter school's financial status.	X		
h. Evidence that capital projects allocation expended in accordance with approved plan.	X		
i. Established system of accounting for fixed assets by funding source in accordance with Rules of the Auditor General 10.400 (Provide a copy of procedures or provide a narrative of the fixed asset accounting process.).	X		
j. Evidence of a property records inventory (Copy of report). 34 CFR 74.34(f) by funding source.	X		
k. Cost report data submitted to District by required date; due to the state on Sept. 11.	X		
l. Evidence of how records are stored and maintained.	X		
m. Evidence of internal controls.	X		
3. Grants Accounting (If applicable)			
a. Established grant accounting procedures. (Copy of or access to procedures manual) 34 CFR 74.21(b)(6), 34 CFR 76.530, 34 CFR 76.702, and OMB Circular A-110		X	
b. Grant application presented to District in a timely manner for appropriate signatures.	X		
c. Evidence that grant files are adequately maintained. (Access to grant files) i. Grant proposal ii. Correspondence to and from Finance iii. Expenditure records iv. Budget amendments v. Inventory list of equipment vi. Personnel logs 34 CFR 74.21(b)(6), 34 CFR 76.730, and OMB Circular A-110	X		
d. Evidence that grant files maintained three (3) years after the grant period ends. 34 CFR 74.53(b)		X	
e. Monthly FA399 reports submitted timely with appropriate documentation. 34 CFR 76.700, 34 CFR 76.722	X		
f. Submit a final FA399 within 30 days after the grant period ends.	X		
4. Financial Viability			
a. Maintained adequate cash flow to meet salary and benefit requirements.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FINANCE AND OPERATIONS-			
Indicators	**Y**	**N**	**N/A**
b. Met financial obligations to District and other vendors.	X		
c. Maintain an adequate fund balance.	X		

Additional Notes, Comments

2a. Provided current financials to support positive fund balance.
2b. Positive fund balance as of 10-2023. On a monthly basis they are showing a decrease in the fund balance but are in the positive.
2c. Provided copy of Manual and blank check request for sample documentation.
2d. Late five times since last renewal review 9/2022, 2/2023, 5/2023, 6/2023 and 10/2023.
2f. The charter provided Board minutes verifying timeliness of providing financial information.
2i. Listed the individual over the program not the program name. Spoke with the charter and clarified the requirement. As the individual documented is over Title 1, the information is accepted.

3a. Provided copies of the CFR and OMB not the charters procedures.
3d. Documentation is only maintained for 2 years as this is how long the principal has been at the charter. The google drive cloud drive is under the principal's name which could limit access if any change in position happens.

4a. The charter has maintained a positive cash balance. However, deposits verse the withdraws are decreasing the cash availability monthly.
4c. The charter provided bank statements showing cash in bank, but not the fund balance amounts. However, 2b financials were provided showing the fund balance is sufficient at this time.

Recommendations

The charter should develop grant procedure using the CFR and OMB as a guideline.

The charter should review the storage of information access to more than one individual's account.

The charter has change accounting company which has helped with timely submissions.

24 indicators out of 27 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Pat Bartholomew**

Date of Visit: **12/04/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

School Safety and Security Indicators	Y	N	N/A
1. Alyssa's Alert			
a. Evidence of compliance with Alyssa's Alert Testing collaboratively between the local school district, public safety agencies, and local public safety answering point- PSAP.	X		
b. Evidence that System testing was scheduled across all devices after system updates and conducted within Quarter 1.	X		
c. Evidence of a mobile panic alert system with an FDOE approved vendor, with signed contract.	X		
2. Active Assailant			
d. Evidence that the school has adopted a nationally recognized Active Assailant Response Plan and all personnel are trained annually.	X		
e. Evidence that the Florida Safe School Assessment Tool (FSSAT) has been completed.	X		
f. A copy of the Proposed Emergency Drills Schedule for the current school year.	X		
g. Evidence that two fire drills were completed within the first 30 days.	X		
h. Evidence that the school implements and promotes the use of **Fortify Florida** as evidenced by application on all mobile devices, bookmarked on all computer devices used by students; advertised on the school website; posted on the campus; included in newsletter and school publications.	X		

School Safety and Security Indicators	Y	N	N/A
i. Evidence the school conducts monthly Active Assailant Drills and proof that a Law Enforcement Officer is physically present and directly involved.			
j. Evidence of Monthly Threat Assessment Team Meetings including an administrator; mental health counselor; educator; and Sheriff's officer, Police Office or SRO are present in the meetings.	X		
k. Evidence the TAT team completed training through the Office of Safe Schools Staff and sent an employee through the train the trainer program.	X		
l. Evidence the Safe School Officer is present, at a minimum, during the school day when the school facility is open for instruction. A copy of the monthly attendance reporting is completed.	X		
3. Mental Health & Safe Schools			
m. Evidence the school has a Mental Health Plan on file.	X		
n. Evidence the faculty/staff received Mental Health Initial and Refresher training.	X		
o. Evidence that 80% of school-based personnel received MH awareness and assistance training or have a plan to train by end of school year.	X		
p. A copy of the Safe Schools Expenditures Worksheet detailing how Safe Schools funds were expended for the prior school year.	X		
q. A copy of the Safe Schools Policy and Safe Schools Funds form and provide the Charter School Website URL's and contact names on the form.	X		
r. Evidence that all student identification cards issued by the school to students in grades 6-12 must include the telephone numbers for national or statewide crisis and suicide hotlines and text lines.			X
s. Evidence that the principal has all school persons responsible for SESIR information participate in the required training.	X		
t. Evidence that SESIR data is accurately and timely reported.	X		
u. Evidence that the school adopted a family reunification plan.	X		
v. Evidence that every classroom door is closed and locked with the ability to conceal occupancy when class is in session.	X		
4. Jeffrey Johnston Act			
w. Evidence that the school has implemented a bullying and harassment policy.	X		
x. Evidence that an anti-bullying and harassment program is implemented in a manner that is ongoing throughout the school	X		

School Safety and Security Indicators	Y	N	N/A
year; integrated with the school's curriculum; is evident in the school's discipline policies and other violence prevention efforts.			
5. Jessica Lunsford Act			
y. Evidence that there is a single point of entry with clear visitor screening procedures.	X		
Additional Notes, Comments			
Recommendations			

23 indicators out of 23 (applicable) met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: VMA Academy

Reviewer: Maribeth Mason, Sharon Rawls & Marie Volkhardt Rossnagle

Date of Visit: 12/05/2023

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

EXCEPTIONAL STUDENT EDUCATION (ESE)			
Indicators	Y	N	N/A
a. Procedures are in place and followed for determining eligibility and placement in the least restrictive environment and the provision of special education and related services to ESE students as set forth in the IDEA guidelines.	X		
b. IEPs are current *and* evidence that all staff have been informed of their specific responsibilities related to implementing the IEP.	X		
c. Personnel are trained in IEP development.	X		
d. Teachers have appropriate ESE certification	X		
e. Matrices are completed by District personnel.	X		
f. ESE education and related services are being delivered as indicated on the student's IEP.	X		
g. Required three-year evaluations are completed on or before the due date.	X		
h. ESE students are receiving instruction at a level of rigor and relevance commensurate with the Florida State Standards. Evidence of material used.	X		
i. Evidence of the provision of services to gifted and talented students as indicated in students' EP's.	X		

(continued on next page)

EXCEPTIONAL STUDENT EDUCATION (ESE)	(continued)
Additional Notes, Comments VMA has learning equipment to work with ESE students and Regular education students to help them to stay focused and on task.	
Recommendations	

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Debra Estes**

Date of Visit: **12/5/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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ENGLISH as a SECOND LANGUAGE (ESOL) STUDENTS			
Indicators	**Y**	**N**	**N/A**
a. The ESOL program meets all requirements to ensure compliance with the META Consent Decree.	X		
b. All ESOL documentation will be filed electronically in ELLevation.	X		
c. Documentation of all testing for eligible students is available in the electronic student file in ELLevation.	X		
d. ESOL strategies and accommodations are being provided as indicated on the student's ELL Plan and documented on teacher lesson plans.	X		
e. ESOL staff is appropriately endorsed. Out-of-field staff information is documented and shared with parents/families.	X		
f. ESOL students are receiving instruction at a level of rigor and relevance commensurate with the Florida Standards and at their level of English language proficiency as measured by ACCESS 2.0 for ELLs.	X		
g. Classroom environment supports language development (classroom labels, use of dictionaries and/or glossaries, visuals/anchor charts).	X		
Additional Notes, Comments Documentation still references FSA. This is the second year of FAST. Also, some documentation still refers to 2022.			
Recommendations			

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Sally Porter

Date of Visit: 12-04-23

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

FACILITIES			
Indicators	**Y**	**N**	**N/A**
a. A copy of the initial Certificate of Occupancy issued by the Code Enforcement Department of jurisdiction is on file at the school and has been submitted to the district, including a copy to cover any renovations.	X		
b. A copy of each annual Fire Safety Inspection performed by the Fire Marshall of jurisdiction is on file at the school and submitted to the district.	X		
c. A copy of the semi-annual County Health Department sanitation inspection is on file at the school and submitted to the district, including standards for serving food and drinking water.	X		
d. A copy of the annual Elevator Inspection (if applicable) is on file at the school and has been submitted to the district.			X
e. A copy of the schedule for Evacuation and Fire Drills for each school year as required by the Fire Marshall of jurisdiction including the dates and comments of actual drills performed. Unannounced drills shall be performed a minimum of every other month. This documentation is on file at the school and has been submitted to the district. Any time remodeling or renovation occurs, an updated copy of the floor plans shall be available at the school and submitted to the district.	X		
f. A copy of the current building floor plans to scale indicating all rooms, corridors, doors, windows, and fire exits. All rooms shall be labeled with square footage noted and a fire exiting path shall be indicated for each occupied space. Any time remodeling or renovation occurs, an updated copy of the plan shall be available at the school.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FACILITIES			
Indicators	**Y**	**N**	**N/A**
g. Evidence provided to the district that the facility is properly insured by the charter school entity.	X		
h. Evidence provided to the district that procedures are in place to manage and regulate hazardous materials.	X		
i. Evidence provided to the district that procedures are in place to ensure the compliance with the Globally Harmonized System (GHS) labeling requirements for hazardous product used in the maintenance activities of each charter facility to be sure that products are properly labeled.	X		
j. Evidence provided to the district that provisions have been made for the proper maintenance and upkeep of school plants, so that students and staff may attend school without sanitary or physical hazards, and provide for the necessary heat, lights, water, power, and other supplies and utilities necessary for the operation of the school.	X		
k. Evidence provided to the district that records are kept showing that Resource Conservation and Recovery Act (40 CFR Part 243-Guidelines for the Storage and collection of Residential, Commercial and Institutional solid Waste) requirements for storage, transport, emergency contingency plans, employee training, and proper disposal are met.	X		
l. Evidence provided to the district that fire sprinklers, fire alarms, fire extinguishers, and other safety equipment have been inspected and tested annually. (Copy of dated records)	X		
m. F.S. 1013.35 School District Educational Facilities Plan is due annually to DOE. Provide evidence that the following information must be reported to the district to complete the report: 1. Location of charter- 2. Number of relocatables 3. Owner 4. Year started/scheduled 5. Total number of student stations 6. Current student enrollment 7. Years in contract 8. Charter school projections	X		

Additional Notes, Comments

(f) Building plans should be available from the church.

Fire exit maps must be in all rooms w/primary and secondary exit directions marked on each. Specific to each rooms.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

FACILITIES			
Indicators	Y	N	N/A
(continued)			
Recommendations			

12 indicators out of 12 **(applicable)** met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Jennifer Davis**

Date of Visit: **12/5/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

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FOOD SERVICE			
Indicators	**Y**	**N**	**N/A**
a. Evidence of procedures and policies covering the administration and operation of the school food service program.	X		
b. Evidence that the Governing Board has adopted policies to provide for an appropriate food and nutrition program for students consistent with Federal and State law.	X		
c. Evidence that free and reduced meals are available for eligible students.	X		
d. Free and reduced lunch applications are current and on file. The students have been appropriately coded in the district data management system.	X		
e. The charter school has a current Wellness Policy approved by the Florida Department of Agriculture.	X		
f. The charter school is using menus approved by the Florida Department of Agriculture.	X		
g. Meals served meet guidelines for meal components and portions as defined by age/grade and comply with applicable USDA regulations.	X		
h. Procedures are in place to ensure that storage and handling of foods are appropriate to sanitation standards.	X		
i. Current operating permit from the Health Department is posted.	X		
j. Production records documenting menu items. Portion sizes, amount prepared and served are kept on a daily basis.	X		
k. Evidence that the charter school's non-profit Food Service account is account is in good standing	X		

(continued on next page)

FOOD SERVICE	(continued)
Additional Notes, Comments Food Service Program is run under Manatee County District National School Lunch Program agreement.	
Recommendations	

11 indicators out of 11 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Valerie Hyer and Selenia Quinones**

Date of Visit: **12/04/23 and 12/06/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

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GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
1. The following essential documents are available, up-to-date, signed, dated, appropriately organized, readily accessible, and professionally presented in a notebook or file.			
a. Charter School application, contract, and any amendments.	X		
b. Incorporation papers with bylaws (Include renewals).	X		
c. Evidence that the Governing Board has completed the required Governance Training.	X		
d. Evidence that the Governing Board has undergone background screening.	X		
e. Evidence of documentation informing parents how to register a complaint or place an item on the Governing Board Agenda.	X		
f. Evidence that parents are aware of how to contact the Governing Board.		X	
g. A set of documents organized chronologically containing Governing Board meeting announcements, meeting agendas (including citizen input) and meeting minutes (dated and signed). These items should be available upon request.	X		
h. Evidence of policies that have been adopted by the Governing Board. Each policy is dated, signed and adoption dates are included in minutes.		X	
i. Provide an organization chart for the school, including the relationship of the Board to the school's leadership.	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

GOVERNANCE			
Indicators	**Y**	**N**	**N/A**
j. Provide a list of current Board members. Provide a brief description of the person's background and if applicable evidence of **FS1002.33(26)(c):** An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.	X		
2. Parents are informed about the procedures by which the charter school resolves disputes.	X		
3. Evidence of timely submission of the state required Annual Report indicating compliance in all areas or a corrective action plan for areas out of compliance.	X		
4. Description of the required qualifications of teachers and the strategies used to recruit, hire, train and retain qualified staff to achieve the best teaching and learning results.	X		
5. Evidence that the school's mission/vision is reflected in the school's climate.	X		

Additional Notes, Comments

1a- Charter Application was available, but a copy of the contract was not available.
c-Certificates presented-Mr. Petit is in the 90-day window to complete required training.
e- / 2 -On agenda and website
f- Website and student / parent agenda also contains information.
g- Governing Board minutes were not signed by Board Chair. For future, please ensure Board minutes are signed by Governing Board chair.

5-Observed in classroom walkthroughs and available in binder.

Recommendations

1a- Contract from current year is missing. Since the contract and application represent the VMA 'charter', a copy should be available on site at all times.

1f-How are parents informed of upcoming meetings. In what ways does the school/governing board notice their upcoming meetings?
1h-No copies of policies approved by the Governing Board were available.

12 indicators out of 14 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Dr. Silvana Ianinska**

Date of Visit: **12/8/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
a. Policies and procedures for the appointment, compensation, promotion, suspension and dismissal of employees are documented and approved by the Governing Board. (Evidenced in minutes.)	X		
b. All employees (staff and instructional) and Governing Board members have been fingerprinted and have Florida Department of Law Enforcement background screenings on file at the school. (1012.32, 1002.33 (12) (g))	X		
c. School policy for a drug-free workplace is kept on file.	X		
d. Evidence that job descriptions are on file for all employees, including the principal.	X		
e. Evidence of an employee agreement/contract is on file for each employee including the principal. The agreement should include salary, duties, and dates of employment.	X		
f. Evidence of teacher certification document kept in files.	X		
g. Evidence for licenses of professional staff: Speech/Language Pathologist, Physical Therapist, Occupational Therapist on file.	X		
h. Personnel files are maintained appropriately including copies or the following documents: social security card, driver's license, employment application, employment contract, references, official transcript, teaching certificate, license, evaluation, medical records, I-9 forms, W-4 payroll form, current year evaluation	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

HUMAN RESOURCES			
Indicators	**Y**	**N**	**N/A**
i. Evidence of staff development opportunities including topic, date, and list of participants.	X		
j. A complete list of charter school employees is on file, including name, address and phone number.	X		
k. Evidence of policies and procedures for sick leave/personal leave.	X		
l. Evidence that a policies and procedures manual is made available to personnel.	X		

Additional Notes, Comments

h. Staff evaluations are stored electronically only.

Recommendations

Ensure staff evaluations are printed and added in personnel files.

12 indicators out of 12 met with compliance.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Bill Kelley**

Date of Visit/Review: **12/4/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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INSURANCE			
Indicators	Y	N	N/A
a. Insurance policies are on file documenting active coverage with minimum limits as set forth in the charter contract.	X		
b. School Leaders-Errors & Omissions	X		
c. Commercial General Liability	X		
d. Workers' Compensation/Employers Liability	X		
e. Property Insurance (*including boiler and machinery coverage)*	X		
f. Benefits Administration Coverage (to provide employee benefits i.e. health, life)	X		
g. Automobile Liability Insurance	X		
h. Evidence that the certificates of insurance have been provided to the district office indicating the district as an additional insured.	X		
i. Liability limits of one million per occurrence and two million aggregate.	X		
Additional Notes, Comments			
Recommendations			

9 indicators out of 9 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Selenia Quinones and Valerie Hyer**

Date of Visit: **12/5/23 and 12/6/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

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N/A – Not applicable

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SCHOOL-PARENT COMMUNICATION			
Indicators	**Y**	**N**	**N/A**
a. Evidence that the charter school provide parents with sufficient information related to student achievement.	X		
b. Describe method used to share accountability plan with parents.	X		
c. Evidence that qualifications of teachers have been communicated to parents. (Out-of-field letters)	X		
d. Evidence that school has a policy to keep parents informed of student progress, student programs, student attendance and the availability of academic assistance.	X		
e. Provide evidence that the charter school student has been provided an opportunity to participate in interscholastic extracurricular activity. (1002.33 (11))	X		
f. Provide a copy of the school's daily schedule, annual calendar, including number of days and hours of instruction.	X		
g. Evidence of parent communication in regard to Academic Substantial Deficiency in Reading and Math per FS 1008.25	X		

(continued)

SCHOOL-PARENT COMMUNICATION (continued)
Additional Notes, Comments 1a-Report Cards, Progress Reports, Deficiency letter, awards, use of Class Dojo and Agenda for communication. b-Website contains accountability plan. c-Letter sent home in October and sent in a newsletter through class dojo in November. d-Information in Agenda, Class Dojo is used for communication, and meetings are held throughout the year for Title I. e-List of F3-Fitness program, Football, Robotics, etc. f-Evidence was shared. g-A student Deficiency letter was presented and shared. (Day 2)
Recommendations Focus on updating your documents, especially the school calendar year. Maintain a file with parent communication with important information such as ongoing emails, out of field letter and newsletter sent, programs offered, academic updates, etc. This could be in a binder or in the cloud. Does parent training take place to know /understand data in Academic Updates letter? Regarding the MTSS letter to parents: Is the MTSS process explained to parents?

7 indicators out of 7 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Kelli Kennedy, Barbara Hefner, Larissa Bennett**

Date of Visit: **12/5/23**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

STUDENT SUPPORT SERVICES			
Indicators	**Y**	**N**	**N/A**
a. Clinic area is managed appropriately.	X		
b. Health services are managed appropriately, including the administering of medication. (Copy of Policy and Procedures)		X	
c. School has a Code of Student Conduct in use. (Copy of Code of Conduct and any Behavioral Contracts)	X		
d. Description of procedure for the dismissal of students. (Copy of procedures)	X		
e. Student records are appropriately managed, including an access log.		X	
f. Student cumulative records are stored appropriately.		X	
g. A copy of the semi-annual county Health Inspection is on file.	X		
h. Evidence of any community partnerships.	X		
i. Abuse Reporting (mandated) and documentation		X	
j. Documentation of Suicide Prevention training for staff (required)	X		
k. Evidence Manatee County Student Progression Plan is being followed.	X		
l. Evidence that Middle and High School courses meet NCAA requirements			X
m. Evidence of Course Acceleration opportunities for students (FLVS, Dual Enrollment)			X

STUDENT SUPPORT SERVICES (continued)			
Indicators	**Y**	**N**	**N/A**
n. Course Recovery options for Middle and High School students (required)			X
o. Evidence of Character Education (required) and bullying prevention.	X		
p. Appropriate teachers/staff are aware of Section 504 plan accommodations for students.		X	
q. The school's annual Mental Health Plan (per SB7030) is available and being followed.	X		
r. In accordance with SB7030 MH reporting requirements related to mental health services are transferred at the time of student initial registration or transfer of student records.	X		
s. In accordance with SB 7030, the use of a behavioral threat assessment instrument developed by the OSS is in place.	X		
t. Upon student transfer to a different school, verification of any intervention services provided remain in place until the threat assessment team of the receiving school determines the need for intervention services.	X		

Additional Notes, Comments

e/f. Staff shared that student records are in locked room with key by only two staff and records are in locked filing cabinet. The room and the filing cabinet were not locked at time of review. No sign out sheet was evident.

Recommendations

i. No form is used to document when a report is made to hotline. Per staff, "This is confidential." It is advised that the school implement the use of a document for who made the call, when it was made, and if it was accepted. The district offers a form for use.

j. A sign in sheet for staff training would be useful for record-keeping.

k. Section states that the school follows the district's Student Progression Plan but the plan provided is from 22-23, not the current district plan.

12 indicators out of 17 (applicable) met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

Health Services Addendum

Findings

Overall the clinic has much improved since last year's review, however, noted below are some concerning issues.

Documentation

As required by Ch. 64F-6.005 FAC

There was no evidence of a standard clinic log with student name, date, time in/out, reason for visit, clinic staff and disposition.

This information should also be charted on health card for each visit. There was no evidence that this has been done.

Mandated Health Screenings have been done, yet there is no evidence of this in FOCUS.

Medications

s. 1006.062(1)(b)(1)

Requires documentation of physician's orders and parent permission to administer medication or medical treatments in school. Of the four medications that are kept in the clinic, three of them were missing physician's signatures.

One student (JH) has a PRN (as needed) medication order for an inhaler. This medication has been given daily with no evidence of need. (No assessment, no additional documentation from MD)

I was told that the student is awaiting Heart Surgery, yet there is no Health Care Plan, Emergency Action Plan, and no evidence of a documented Condition. This needs to be addressed.

Emergency Supplies and Procedures

Ch. 64F-6.004 (1)(b), (2), (3), FAC

Requires Health room staff & two additional school staff are certified in first aid and CPR; with certification copies available onsite. This was not provided during the site visit.

I have given access to the Nurses Sharepoint site which contains all policies, procedures and forms to Lori Benton, however it is noted that Clancy Hernandez Morel already has this access.

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Darlene Black**

Date of Visit: **12/8/2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.

NO – Necessary information and/or evidence of documentation incomplete or is not in place.

N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY			
Indicators	**Y**	**N**	**N/A**
a. Attendance records are on file to verify students in attendance during the October and February DOE FTE survey weeks.	X		
b. Signed original documentation for DOE FTE is submitted to the Student Information Systems Department.	X		
c. School has sufficient equipment and trained personnel sufficient to fulfill data management requirements.	X		
d. Evidence that an active FTE team is functioning to monitor the FTE process.	X		
e. Daily automated student system is maintained such that new data, missing data, and data requiring updates are handled in a prompt and timely manner.	X		
f. Staff responsible for data management attends the regularly scheduled district training to ensure accuracy of data.	X		
g. Technology and Internet Safety Policy for SDMC is followed, ensuring that student technology educational experiences are consistent with the goals of SDMC.	X		
h. Technology equipment is compatible with district equipment.	X		
i. Evidence that staffing information is appropriately reported in the student data system.	X		
j. Evidence that students have access to technology.	X		

(continued on next page)

TECHNOLOGY AND INFORMATION SERVICES (TIS) PLANNING AND ACCOUNTABILITY	(continued)
Additional Notes, Comments Review the 22-23, Survey 3 Digital FTE Box, there are some items missing.	
Recommendations	

10 indicators out of 10 met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: **Visible Men Academy**

Reviewer: **Megan Johnson and Kim Sheffield**

Date of Visit: **Tuesday, December 5, 2023**

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TITLE I COMPLIANCE Indicators	YES	NO	N/A
a. Evidence of the completion, implementation, and monitoring of the Title I Schoolwide school component assurances including the Comprehensive Needs Assessment and Title I Plan/SIP.	X		
b. Documentation of instructional strategies that strengthen the academic program and address the needs of all students, including those failing or at risk of failing.	X		
c. Evidence the Title I Parent and Family Engagement Plan is jointly developed with stakeholders and implemented as written.	X		
d. Evidence the school involves the parents and families in planning, reviewing, and improvement of Title I programs, including involvement in decision making on how Title I funds will be used.	X		
e. Evidence that instructional staff meets the state certification requirements.	X		
f. Documentation of labeled inventory and a tracking process for the any equipment or other desirable items purchased with Title I dollars.			X
g. Timely and regular completion of the DOE399 process for reimbursement (monthly).		X	
h. Retention of Title I documentation for monitoring and auditing purposes (must be kept on site for a period of five (5) years).	X		
Additional Notes/Comments: A & B. Copies of the SIP/Title I Plan we reviewed, and the school was able to provide evidence of completion, implementation, and monitoring. There was evidence of culture building through the SHINE curriculum and the before/after school tutoring. The weekend tutoring will begin after the new year.			

C. & D. There is limited evidence of joint development of the PFEP with parents/families; however, families were informed of opportunities, but no input was provided. G. As of November 28, 2023, VMA has not submitted any DOE 399s. The DOE 399s should be submitted monthly; however, VMA does not have any full salaries funded this year. VMA informed us that they recently submitted some NCHs for the before and after school tutoring hours.			
Recommendations A & B. Keep schedules, progress monitoring data, and planning notes to support the small group and extended day interventions for students at risk of failing. The mid-year review and other plan review meetings should be documented to reflect monitoring efforts. C & D. Find additional and multiple ways to reach out to families to receive input into the required TI areas (Parent/Family Engagement Plan, TI Plan/Budget, and Home-School Compact). VMA should also document interactions and feedback with families to better reflect their involvement in the Title I planning process. G. VMA should submit the requests for reimbursement as the Title I activities are performed (tutoring/PD) or purchased (For example, the ongoing professional learning with AVID, as it occurs).			

6 indicators out of 7 (applicable) met with compliance

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

CHARTER SCHOOL: Visible Men Academy

Reviewer: Jamie Warrington

Date of Visit: December 7, 2023

Related Statute: A charter may be renewed provided that a program review demonstrates that the criteria in paragraph (a) have been successfully accomplished and that none of the grounds for nonrenewal established by paragraph (8)(a) has been documented. FS 1002.33 (7)19(c)(1)

Each reviewer will complete a review document by **marking an X** in the appropriate box as follows:

YES – Appropriate information and/or evidence of documentation is in place.
NO – Necessary information and/or evidence of documentation incomplete or is not in place.
N/A – Not applicable

*90% satisfactory of all indicators is needed to receive exemplary school status.

TRANSPORTATION			
Indicators	Y	N	N/A or Monitored by SDMC
1) Evidence that transportation is provided consistent with Florida Statute 1006, 1012.45, and Florida Administrative Code 6A-3.	X		
a) For Each Driver:			
i) CDL with P & S endorsements and no air brake restrictions	X		
ii) Driving Record Reviews found in State System (Auto)			SDMC
(1) Annually, before the first day of the fall semester			SDMC
(2) Weekly Updates			SDMC
iii) Annual Dexterity on file (with District)	X		
iv) Current Medical Card on File	X		
v) Random Drug testing is occurring quarterly (by District)			SDMC
vi) 40-hour Training Certification on file (FDOE Curriculum)	X		
vii) Annual 8 hours in-service on file	X		
viii) Current CPR/First Aid Card (by 11.1.2020 for existing drivers/assistants)	X		
b) Daily Pre-trip inspections on file for all buses used	X		
i) All buses used were in service	X		

School District of Manatee County

CHARTER SCHOOL RENEWAL PROCESS

TRANSPORTATION Indicators	Y	N	N/A or Monitored by SDMC
c) Required 30-day bus safety inspections	X		
d) Bus evacuation drills (first 6 weeks of semester 1 & 2)	X		
e) Safe operator plan	X		
f) Policy prohibiting the use of cell phones/wireless devices while operating a school bus	X		
g) Instruction about safe practices for all riders during the first 6 weeks of school	X		
h) Parents notified in writing of their responsibilities and related school policies	X		
2) Route information for all students transported by school bus on file.	X		
3) Evidence of contract information relevant to any situation where a parent or other driver is providing transportation services.	X		
4) Evidence that any vehicle owned or leased by the school and used to transport students is certified and properly insured.	X		
5) Copy of contract for student transportation is on file.	X		
6) Evidence of policy and procedures to enforce high standards for student conduct on school buses.	X		
7) Spare bus(es) back-up plan in the event a bus is out of service.	X		
8) Accident procedures are on file.	X		
9) Evidence that transportation is not a barrier to equal access to the charter program.	X		
Additional Notes, Comments			
Recommendations			

27 indicators out of 27 met with compliance

Visible Men Academy

921 63rd Avenue East, Bradenton, FL 34203| (941) 758-7588 | https://www.vmacademy.org/
Grades K - 5 | Enrollment 66 | School Specialty Program – All Boys School | Principal – Dr. Janjay Gehndyu

School Information			
Management Company	N/A	**High Performing Status**	No
Title I	Yes	**Accredited**	No
Board Chair	Naiema Frieson	**Contract Term**	2023-2024
Year Open	2013	**Grades Served**	K-5

Enrollment			
Demographics	**2020-21**	**2021-22**	**2022-23**
Total Enrollment	84%	71%	63%
% Free and Reduced Lunch Program (FRLP)	100%	100%	100%
% Students with Disabilities (SWD)	17%	18%	19%
% English Language Learners (ELL)	14%	20%	22%
% Black	36%	30%	26%
% White	18%	20%	18%
% Hispanic	43%	47%	54%
% Other	*	*	*

Academic Performance			
Indicators	**2020-21**	**2021-22**	**2022-23**
FLDOE School Accountability Grade	Opt Out	F	C
English Language Arts: % Proficiency	18%	18%	37%
English Language Arts: % Learning Gains	36%	48%	-
Mathematics: % Proficiency	28%	27%	57%
Mathematics: % Learning Gains	20%	42%	-
Science: % Proficiency	7%	20%	*
Civics/US History EOC: % Proficiency	N/A	N/A	N/A
Middle School Acceleration	N/A	N/A	N/A
College/Career Readiness	N/A	N/A	N/A
H.S. Graduation Rate	N/A	N/A	N/A
School Improvement Plan Required (Yes/No)	Yes	Yes	Yes

Operational Compliance and Governance			
Compliance Monitoring	**2020-21**	**2021-22**	**2022-23**
Charters Link	93%	87%	85%

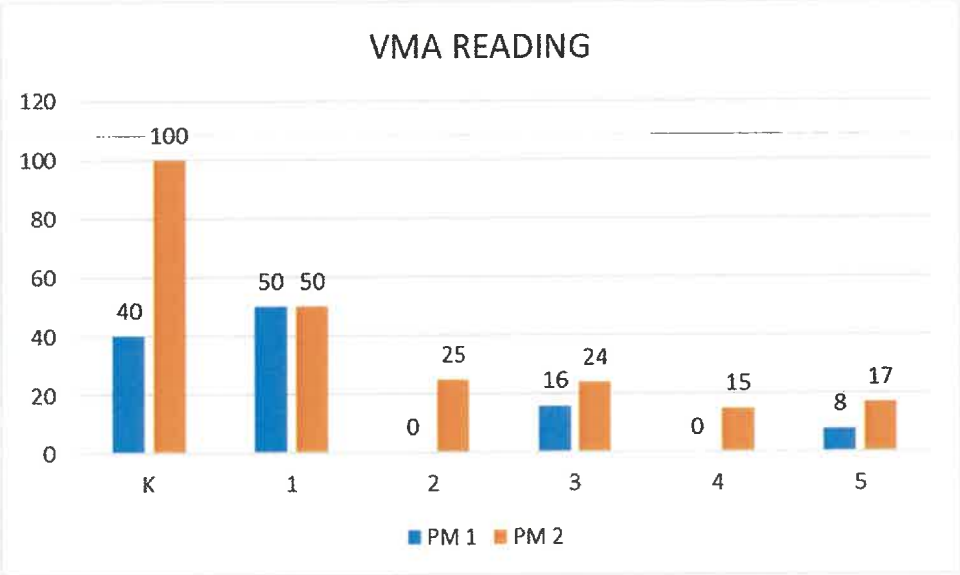
The Compliance Rating is based on the timeliness and completeness of the school's compliance with the charter contract, certain local, state and federal legal requirements, and directives/regulations issued by the FLDOE or similar jurisdictional agencies as calculated by the district's online charter school compliance system.

Financial Performance			
Financial Performance Indicators-General Fund	**2020-21**	**2021-22**	**2022-23**
Annual Revenue	$1,754,670	$2,105, 626	$1,141,059
Expenditures	$1,742,205	$2,066,458	$1,742,435
Fund Balance	$557,842	$794,236	$192,860
Financial Deteriorating Condition (Yes/No)	No	No	No

This document is a tool intended to inform stakeholders of a charter school's overall profile and not as a scored performance framework.
A performance framework is a group of scored metrics that result in overall ratings. A school profile is a collection of critical but
Unscored information and/or metrics about a school that can be widely shared alongside the rating of a school's performance and quality.

VISIBLE MEN ACADEMY

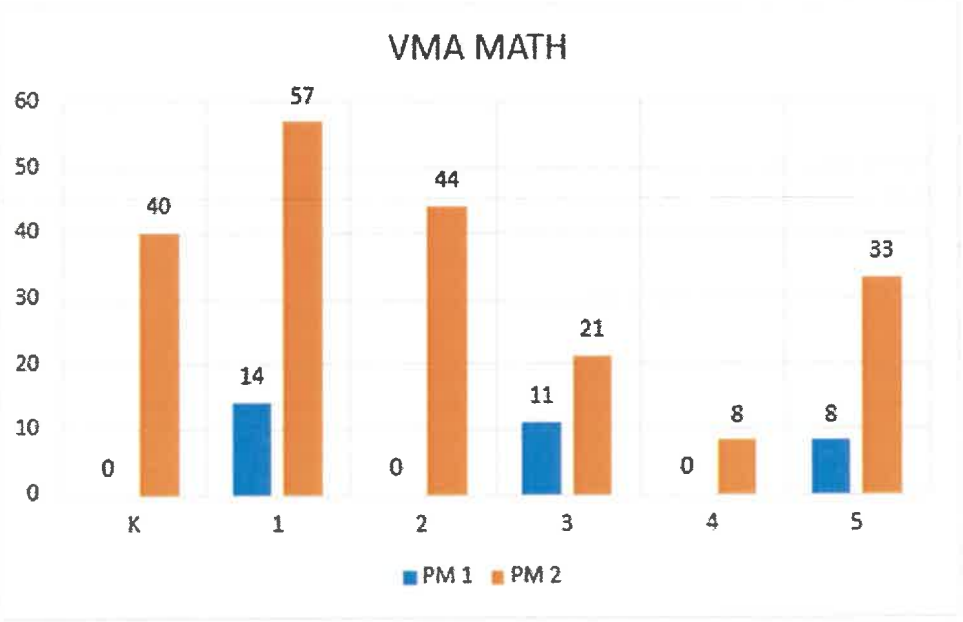
STAR/FAST Reading Proficiency as of January 25, 2024



VMA-READING-GROWTH										
	PM 1					PM 2				
School	1	2	3	4	5	1	2	3	4	5
3rd	74%	11%	11%	5%		53%	24%	6%	6%	12%
4th	79%	21%				15%	69%	15%		
5th	67%	25%	8%			33%	50%	17%		

VISIBLE MEN ACADEMY

STAR/FAST Math Proficiency as of January 22, 2024



VMA-MATH-GROWTH										
	PM 1					PM 2				
School	1	2	3	4	5	1	2	3	4	5
3rd	79%	11%	11%			47%	32%	11%	5%	5%
4th	86%	14%				31%	62%	8%		
5th	75%	17%	8%			33%	33%	25%	8%	

AGENDA ITEM NO. 14.4

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title

Approval to Notify William Monroe Rowlett Academy of Arts and Communication in Writing of Proposed Action to Renew and to Enter into Contract Renewal Discussions for the 2024-2039 School Years (No Anticipated Additional Financial Impact)

Executive Summary

William Monroe Rowlett Academy of Arts and Communication is a High Performing Conversion Charter school which has been in operation in Manatee County since the 2014 school year, serving students in grades K-5 with approximately 918 students enrolled. The current contract for William Monroe Rowlett Academy of Arts and Communication expires on June 30, 2024.

The Charter Review Team conducted a charter renewal review as required by statute. Florida Statutes 1002.33(8)(a) indicate the sponsor shall make student academic achievement for all students the most important factor when determining whether to renew the charter. Per Section 1002.33(8)(b), Florida Statutes, before a vote on any proposed action to renew, terminate, or not renew the charter and at least 90 days before the end of the school year, the sponsor shall notify the governing board of the school in writing of the proposed action to renew, terminate or not renew the charter.

William Monroe Rowlett Academy of Arts and Communication is recommended for a 15-year renewal based on High Performing status awarded by the FDOE for academic achievement and financial performance.

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 to notify William Monroe Rowlett Academy of Arts and Communication in writing of intent to proposed action to renew and to enter into contract renewal discussions for the 2024-2039 School Years (No Anticipated Additional Financial Impact).

Financial Impact

The District will receive an administrative fee of two percent (2%) of the FTE up to and including the first two hundred-fifty (250) students attending the charter school. The administrative fee provides charter management services, procession of teacher certification data, and information services including access to student information systems. William Monroe Rowlett Academy of Arts and Communication will receive any remaining FTE and other appropriate funds for the K-5 program.

Contact

Submitting Department: Charter Schools
Initiated by: Dr. Valerie M. Hyer, Coordinator

Attachments:
Wm Monroe Rowlett HP Renewal 2.3.24

William Monroe Rowlett Academy of Arts & Communication
High Performing Charter Renewal 2023-2024

William Monroe Rowlett Academy is a K-5 public conversion charter school located in Bradenton which has been in operation since 2014. Rowlett Academy currently serves 918 students and is recognized as a High Performing charter school in the Florida State Accountability system. The school is located at 3500 9th Street East, Bradenton, FL 34208. Rowlett is recognized by the Franklin-Covey organization as a Lighthouse School.

School Mission, Vision, and Concept

The mission of Rowlett Academy is "To provide a high-quality educational experience for all students that will foster leadership and a love of learning for a diverse population by promoting creativity through arts and communication."

The Charter Renewal process for this High Performing charter included a review of data from ChartersLink, FOCUS, FDOE EduData Portal and the school website. The review took place on December 13, 2023, and the site visit was conducted on January 23, 2024.

Information across sixteen areas was reviewed and observed during the site visit with school in session. The purpose of a charter renewal is to provide the sponsor with charter school performance data related to teaching and learning, finances, assessment, safety, school operations, governance, school-parent communication, and much more.

Enrollment Data

23-24	22-23	21-22	20-21	19-20
918	918	915	917	918

FDOE Academic Accountability

22-23	21-22	20-21	18-19	17-18
B	B	A	A	C

Financial Audits

Financial Performance Indicators	2022-23	2021-22	2020-21
Annual Revenue* (General Fund Only)	$10,505,496	$8,501,170	$8,398,182
Expenditures	$8,781,285	$8,078,078	$7,903,731
Fund Balance	$2,194,968	$1,089,570	$778,101

Compliance Grade via ChartersLink

23-24	22-23	21-22	20-21	19-20
A	A	A	A	A

Rowlett Academy is an exemplary public charter school in the State of Florida. As the school pursues a yearlong invitational journey to become a Covey Legacy School, Rowlett may indeed become a model worldwide, as there are only 14 Covey Legacy schools internationally. The recommendation for Rowlett Academy is to receive a fifteen-year standard renewal contract as a High Performing charter school.

School District of Manatee County
Charter School Office High Performing Charter School
High Stakes Review

CHARTER SCHOOL: **William Monroe Rowlett Academy K-5**

Reviewer: **Dr. Valerie Moore Hyer and Selenia Quinones**

Document Review Date: **December 13, 2023; Site Visit Date: January 24. 2024**

ChartersLink Compliance Report as of 12/13/23		
Category	**All History**	**This Year**
Number of items due up until today:	403	87
Number of items currently overdue:	0	0
Number of items currently completed that were uploaded late:	55	5
Average number of times an item was submitted before approval:	1.06	1.06
Total Score		98
Compliance Grade		A

1-Governance

Review of Documentation from ChartersLink, School Website and FOCUS:
Noted are the following:
Up to date Governing Board agendas, minutes.

Evidence of how parents may contact the Governing Board, register a complaint, or place an item on the Governing Board agenda.

Organizational chart of the school, and Governing Board relationship to the school's leadership.

Site Visit Review:
Strategies to recruit, hire and retain teachers were discussed. Rowlett Academy has very little teacher turnover. New staff positions begin with posting and hiring internally, and then externally.

Evidence of the school's mission and vision in the school climate was evident throughout the school, from the lighthouse murals in the hallways, to student weekly goal setting, to just about every visible aspect of the school site.

Charter School Office Recommendations and Notes:
Kudos are in order for Rowlett Academy as they have begun their journey to grow from a currently Certified Covey Lighthouse School to a year long journey to become a Certified Covey Leader in Me Legacy School. There are currently only 14 Leader in Me Legacy schools in the world.

School District of Manatee County
Charter School Office High Performing Charter School
High Stakes Review

2-Finance and Operations

Review of Documentation from ChartersLink, School Website and FOCUS: Evidence of Budget Preparation and Planning Financials have been submitted quarterly to the district on 07/25/23, 10/23/23. Next quarterly financials are due 1/20/24. The most current Audit-2023 shows an end of the year fund balance (June 30, 2023) of $2,194,968.
Site Visit Review: Financial Accounting policies and procedures were shared in writing, discussion and are in place. Storage of financial records is secure and locked. Access is limited to the business manager and administration. Evidence of internal controls was evident from shared documents. Evidence of Grant files adequately maintained and kept on file up to 3 years after grant period ends was visibly demonstrated.
Charter School Office Recommendations and Notes: As sister schools, operating under one Governing Board, Rowlett Middle hosts the main finance office for both campuses.

3-Curriculum and Instruction

Review of Documentation from ChartersLink, School Website and FOCUS: Rowlett utilizes Core Knowledge Language Arts (CKLA) as an ELA curriculum, which is grounded on the Science of Reading. The school uses Big Ideas for Math Instruction. Social Studies and Science are taught within the CKLA instruction with supplemental material from Social Studies Weekly, Houghton Mifflin Harcourt Science, and other tools. There is a Discovery block to target Gifted students for acceleration and enrichment activities. Annual academic achievement goals and objectives have been submitted.
Site Visit Review: Observation of evidence of learning goals shared in objectives were noted in classroom walk throughs, shared via leading data, and an overview discussion of new curriculum implementation. During the campus meeting and walk, there was ongoing conversation with administration about learning goals evidenced in the classrooms. There was also dialog about how goals would be evaluated. Rowlett offers a separate Tier 2 intervention block apart from WIN time, as noted in the Master Schedule and Tiered Instruction Schedules.
Charter School Office Recommendations and Notes:

School District of Manatee County
Charter School Office High Performing Charter School
High Stakes Review

Rowlett's current Academic Achievement Goals focus on Science. A look at data for the past 3 years indicates a decrease in reading proficiency from 70% to 59%. Math has also decreased slightly from 62% to 60%.

The decrease in summative data appears to be an implementation dip as new ELA and Math curricula have been implemented in the past two years. Rowlett Academy has shifted to the Science of Reading, having invested heavily into teacher professional learning and the use of Amplify Core Knowledge instructional materials for ELA. There is a strong focus on not only phonemic awareness, but also on phonics instruction.

Rowlett Academy is reaping the rewards of forward thinking and deep work to implement this curriculum and prepare teachers with best practices as they are seeing real improvements in student academic reading growth as noted in leading PM 1 and PM 2 data.

4-Assessment

Review of Documentation from ChartersLink, School Website and FOCUS:

	School Results					District Results				
Category	2017-18	2018-19	2020-21	2021-22	2022-23	2017-18	2018-19	2020-21	2021-22	2022-23
School Grade	C	A	A	B	B	B	B	-	B	B
Adjusted Points Earned	347	433	444	426	179	641	671	605	650	443
Percent Tested	100%	99%	99%	97%	99%	99%	98%	96%	98%	98%
Reading										
Reading % Satisfactory or Higher	60%	69%	73%	70%	59%	52%	53%	51%	51%	48%
Reading Points for Gains	58%	64%	70%	73%		52%	54%	49%	50%	
Reading Gains for Lowest 25%	38%	48%	51%	61%		43%	47%	39%	40%	
Math										
Math % Satisfactory or Higher	57%	70%	67%	62%	60%	57%	61%	55%	58%	57%
Math Points for Gains	52%	69%	67%	60%		57%	61%	46%	57%	
Math Gains for Lowest 25%	42%	47%	51%	58%		46%	51%	40%	48%	
Other										
Writing % Satisfactory or Higher										
Science % Satisfactory or Higher	40%	66%	65%	42%	60%	55%	54%	52%	53%	54%

School District of Manatee County
Charter School Office High Performing Charter School
High Stakes Review

School Achievement data is provided on the previous page. Rowlett has received a school letter grade of a "B" for the past two years. Rowlett uses the Florida Consortium teacher evaluation model in an online platform.

The school follows the Manatee County School District Assessment Calendar. Rowlett also follows the School District of Manatee County Student Progression Plan.

Site Visit Review:
A Review of Progress Monitoring / MTSS / remediation in practice occurred with the sharing of Tier 2 and Tier 3 schedules; conversation centered around current practices of instructional looping of students with teachers in grades 1-2, 3-4; push in-pull out ESE support; and after school tutoring for students in grades 2-5 in reading and math. Rowlett Academy has created Portfolio Benchmark Assessments as an means for grade 3 students to be promoted for Good Cause to grade 4.

Sample documentation of reporting to parents was shared including grades, assessment results, progress monitoring, substantial deficiencies letters in reading and math.

Every 6 weeks, student benchmark/leading data is reviewed by teacher data teams. As a result, student placement in tiered instruction shifts to ensure that interventions are in line with current student data. Teachers demonstrate ownership of not only student data, but student academic and behavioral needs and progress.

The school provides families with information on how to access their child's scores and data through the FAST Portal.

Charter School Office Recommendations and Notes:
Rowlett Elementary demonstrates excellence in proactive implementation of MTSS, data to drive instructional practices and decision making, and student achievement. Principal Cathy Choate shared that the school has been successful in exiting students from Tier 2 back into Tier 1 instruction already this year. Assistant Principal Mihija Daniel shared detailed information about the implementation of Progress Monitoring/MTSS/Interventions for students.

5-ESE

Review of Documentation from ChartersLink, School Website and FOCUS:
For the past five years the school has served between 12-14% of students with disabilities. ESE student records and school processes are in order, per communication with ESE specialist.

Site Visit Review: Student accommodations are included in teacher lesson plans and were viewed electronically. Accommodations noted in teacher lesson plans were specific for each child with an IEP. A review of random student IEPs across every type of IEP were shared and were in good order.
Charter School Office Recommendations and Notes:

6-ESOL

Review of Documentation from ChartersLink, School Website and FOCUS: The school has served between 8-10% of ELL students for the past five years.
Site Visit Review: Student ESOL accommodations are included in teacher lesson plans and were viewed electronically. Accommodations in teacher lesson plans were specific for each child with an ELL plan. A review of random student ELL plans took place and were in good order.
Charter School Office Recommendations and Notes:

7-Title I: Not Applicable

8-School Parent Communication

Review of Documentation from ChartersLink, School Website and FOCUS: The school utilizes the school website, newsletter, marquee, communication app (Bloomz), and social media such as Facebook and Twitter to keep parents up to date and informed. The school takes pride in working hard to maintain a positive school environment through the Leader in Me and has established a climate of student leadership with Power Up Your Habits. Apart from providing regular and advanced core classes, the school integrates enrichment classes such as Art, Dance, Theatre, Computer Science, and offers a host of after school clubs, and much more.
Site Visit Review: The site visit included a review a sample academic substantial deficiency letters in reading and math. Teachers take ownership of this task, while administration keeps an up-to-date spreadsheet on each student's current performance.

School District of Manatee County
Charter School Office High Performing Charter School
High Stakes Review

Charter School Office Recommendations and Notes:

9-Student Support Services

Review of Documentation from ChartersLink, School Website and FOCUS:
Clinic-Rowlett Academy follows SDMC plan on how to care for students. This information is available on the website found under the *Parents Tab-Clinic Information* and in the school handbook.

RA follows the SDMC Student Code of Conduct and the Student Progression Plan. These are also located on the website under the Parent Tab-Student Handbook. Health Inspections reports are scheduled by the School District.

Bullying Policy and FortifyFL are shared on the website under Student Tab-My Behavior. For Character Education, the school uses the *Leader in Me* curriculum with *Power Up Your Habits*.

A Mental Health Plan was submitted to the District and FDOE through CIMS. The Threat Management Team was trained with the new Florida Model and meetings are held monthly.

Community Partnerships are noted throughout regularly disseminated newsletters.

Site Visit Review:
A review of student records storage took place noting that cumulative folders are kept in a locked closet, and locked cabinets that are fireproof.

A walk through of the school clinic showed orderly operations and friendly welcoming staff as students receive care or oversight for current medications administered at school.

Current 504 plan accommodations in teacher lesson plans were viewed online. Accommodations were specific for each child with a 504 plan.

Charter School Office Recommendations and Notes:
Add a link to the SDMC Code of Conduct and Student Progression Plan to the electronic copy of the Parent Student Parent Handbook and school's website.

10-TIS

Review of Documentation from ChartersLink, School Website and FOCUS:
Rowlett Academy has a Technology Use Policy. Evidence of use and reporting in the Sponsor's Student Information System is apparent and maintained regularly.

Site Visit Review: Students have access to technology via iPads on a 1 to 1 basis, which was evident during classroom walk throughs. Rowlett uses technology as a tool and recognizes the importance of students learning to print, write in cursive and learn in pencil and paper formats, as research has shown that overuse of technology has impeded childhood fine motor skills.
Charter School Office Recommendations and Notes: Technology use policy link on website is not available.

11-Facilities

Review of Documentation from ChartersLink, School Website and FOCUS: As a conversion charter school, the building is owned by the School District of Manatee County. The District is responsible for all health, safety and other building inspections and documents. Fire and Emergency Drills are current for the school year.
Site Visit Review: Provided on an ongoing basis by District personnel.
Charter School Office Recommendations and Notes: Classrooms are welcoming and rich with classroom libraries, student work, student goal setting, tenants of Leader In Me /7 Habits, as well as creative projects.

12-Transportation

Review of Documentation from ChartersLink, School Website and FOCUS: Rowlett Academy currently owns a fleet of buses. There are approximately 10 buses with 9 routes to support and meet the needs for transportation of the students attending Rowlett Academy. Busses are in compliance with inspection and supervision per the ChartersLink reviewed by SDMC Transportation department.
Site Visit Review: Provided on an ongoing basis by Transportation department.
Charter School Office Recommendations and Notes:

School District of Manatee County
Charter School Office High Performing Charter School
High Stakes Review

13- Food Service

Review of Documentation from ChartersLink, School Website and FOCUS: William Monroe Rowlett provides school meals through the school cafeteria, which is approved through the NSLP. The cafeteria manager maintains records for compliance with the State of Florida.
Site Visit Review: Observation of food service area and program took place during the site visit. The food service area was clean and robust as they serve 918 elementary students. National School Lunch Program inspections take place every four years. The health inspector was arriving to review the food service area during the site visit.
Charter School Office Recommendations and Notes:

14-Insurance

Review of Documentation from ChartersLink, School Website and FOCUS: All required Certificates of Insurance were submitted in August 2023, to ChartersLink. All insurance documents have been provided to SDMC Risk Management for review.
Site Visit Review:
Charter School Office Recommendations and Notes:

15-Human Resource

Review of Documentation from ChartersLink, School Website and FOCUS: A roster is available which includes teachers and staff, FDOE certification numbers and expiration information. A staff handbook is uploaded to ChartersLink. Rowlett Academy provides an out of field letter biannually uploaded to ChartersLink and shared with parents in the school Newsletter.
Site Visit Review: Personnel files were in order and were available for view. Teacher evaluations are kept online in the Observe4Success program, as part of the Florida Consortium of Charter Schools.
Charter School Office Recommendations and Notes:

School District of Manatee County
Charter School Office High Performing Charter School
High Stakes Review

16-School Safety

Review of Documentation from ChartersLink, School Website and FOCUS: The school has trained the Threat Management Team on the New Florida Model. William Monroe Rowlett Academy utilizes Centegix for the Crisis Alert system. A safety test for 911 was completed Oct. 2, 2023. The School Safety Officer Attendance has been uploaded to ChartersLink each month. The school also has a current reunification plan in place. FortifyFL is available to the students on the website under the tab Students-My Behavior and in the Newsletters. An Emergency Response plan and Reunification plan are available in ChartersLink.
Site Visit Review: Fortify FL posters are posted on site and evident on student and staff computers.
Charter School Office Recommendations and Notes:

William Monroe Rowlett Academy of Arts and Communication

3500 9th Street East, Bradenton, FL 34208| (941) 708-6100 | https://www.rowlettacademy.org/
Grades K - 5 | Enrollment 914 | School Specialty Program – Arts & Communication / Leader in Me | Principal – Cathy Choate

School Information			
Management Company	N/A	**High Performing Status**	Yes
Title I	No	**Accredited**	No
Board Chair	Fred Moore	**Contract Term**	2019-2024
Year Open	2014	**Grades Served**	K-5

Enrollment			
Demographics	**2020-21**	**2021-22**	**2022-23**
Total Enrollment	917	915	918
% Free and Reduced Lunch Program (FRLP)	40%	34%	43%
% Students with Disabilities (SWD)	13%	13%	13%
% English Language Learners (ELL)	8%	8%	10%
% Black	11%	11%	10%
% White	54%	54%	53%
% Hispanic	28%	28%	30%
% Other	7%	7%	7%

Academic Performance			
Indicators	**2020-21**	**2021-22**	**2022-23**
FLDOE School Accountability Grade	A	B	B
English Language Arts: % Proficiency	73%	70%	59%
English Language Arts: % Learning Gains	70%	73%	-
Mathematics: % Proficiency	67%	62%	60%
Mathematics: % Learning Gains	67%	60%	-
Science: % Proficiency	65%	45%	60%
Civics/US History EOC: % Proficiency	N/A	N/A	N/A
Middle School Acceleration	N/A	N/A	N/A
College/Career Readiness	N/A	N/A	N/A
H.S. Graduation Rate	N/A	N/A	N/A
School Improvement Plan Required (Yes/No)	No	No	No

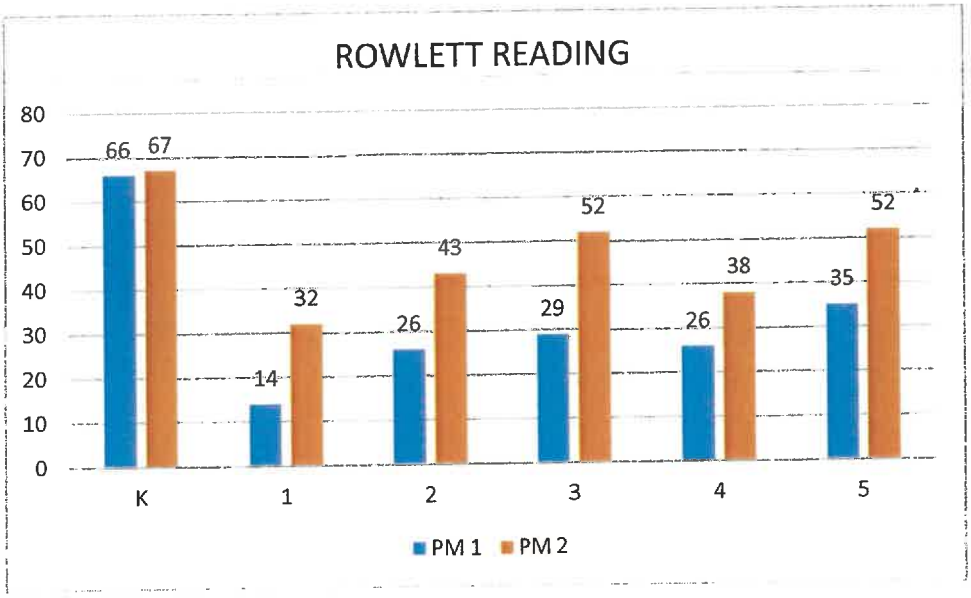
Operational Compliance and Governance			
Compliance Monitoring	**2020-21**	**2021-22**	**2022-23**
Charters.Link	95%	98%	96%

The Compliance Rating is based on the timeliness and completeness of the school's compliance with the charter contract, certain local, state and federal legal requirements, and directives/regulations issued by the FLDOE or similar jurisdictional agencies as calculated by the District's online charter school compliance system.

Financial Performance			
Financial Performance Indicators	**2020-21**	**2021-22**	**2022-23**
Annual Revenue* (General Fund Only)	$8,398,182	$8,501,170	$10,505,496
Expenditures	$7,903,731	$8,078,078	$8,781,285
Fund Balance	$778,101	$1,089,570	$2,194,968
Financial Deteriorating Condition (Yes/No)	No	No	No

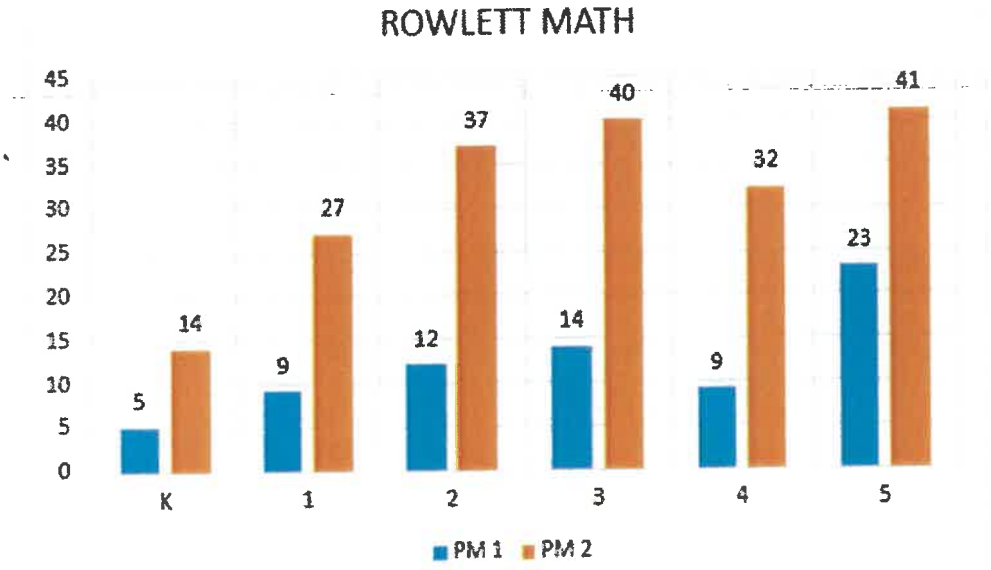
This document is a tool intended to inform stakeholders of a charter school's overall profile and not as a scored performance framework. A performance framework is a group of scored metrics that result in overall ratings. A school profile is a collection of critical but unscored information and/or metrics about a school that can be widely shared alongside the rating of a school's performance and quality.

STAR/FAST Reading Proficiency as of January 25, 2024



ROWLETT-READING-GROWTH										
	PM 1					PM 2				
School	1	2	3	4	5	1	2	3	4	5
3rd	38%	33%	18%	8%	3%	19%	29%	30%	17%	5%
4th	39%	35%	16%	6%	4%	30%	31%	25%	9%	4%
5th	33%	31%	14%	20%	1%	21%	28%	22%	21%	9%

STAR/FAST Math Proficiency as of January 22, 2024



ROWLETT-MATH-GROWTH										
	PM 1					PM 2				
School	1	2	3	4	5	1	2	3	4	5
3rd	52%	35%	11%	3%		22%	37%	26%	12%	2%
4th	65%	26%	5%	4%		31%	38%	17%	14%	1%
5th	40%	37%	16%	5%	2%	25%	34%	29%	8%	4%

FLORIDA DEPARTMENT OF EDUCATION
fldoe.org

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Richard Corcoran
Commissioner of Education

November 1, 2021

Chuck Fradley, Principal
William Monroe Rowlett Academy for Arts and Communications
3500 9th Street East
Bradenton, Florida 34208

Dear Principal Fradley:

This letter serves as notification that the Florida Department of Education has verified that the William Monroe Rowlett Academy for Arts and Communications (41-2171) meets the criteria for high-performing charter school status pursuant to section 1002.331, Florida Statutes.

If you have questions, please contact the Office of Independent Education and Parental Choice at 850-245-0502 or via email at charterschools@fldoe.org.

Thank you for your continued participation in our mission to improve the quality of educational options for Florida's students.

Sincerely,

Richard Corcoran

RC/ae

cc: Valerie Hyer, Manatee County Public Schools

AGENDA ITEM NO. 14.5

School Board of Manatee County
February 27, 2024 - Regular Board Meeting
Action Item

Title
Approval of the Florida High School for Accelerated Learning - Manatee, Inc. Charter Application (No Anticipated Additional Financial Impact)

Executive Summary
Florida Statute 1002.33(6)(b) requires that the Manatee County School District School Board shall receive and review all applications for a charter school. Every effort is made to ensure that the review process is fair and transparent. Florida High School for Accelerated Learning - Manatee, Inc. submitted an application for a charter school to serve the 7-12 grades student population, with a projected enrollment of 260 in the 2024-25 school year, with a maximum enrollment of 500 by year 5. The 2024-2025 school year will serve as the opening academic year for this non-traditional educational alternative leading to high school graduation.

The initial panel of reviewers included a varied group of district administrators with expertise in a variety of areas related to the effective operation of schools. This initial panel of reviewers presented their findings from their review to the Charter Review Panel. The charter school applicants were also interviewed, which offered the applicant an opportunity to demonstrate the organizing group's capacity to implement the ideas as presented in the application, as well as an opportunity to respond to clarifying questions from the Charter Review Panel.

The Charter Review panel has reviewed the application and discussed the findings from the initial panel of reviewers. The Florida High School for Accelerated Learning - Manatee, Inc. application meets the state requirements as set forth in Florida Statute 1002.33. The approval of the charter school application from Florida High School for Accelerated Learning - Manatee, Inc. will ensure that all students will have an opportunity for a quality learning experience by helping at-risk students earn a standard high school diploma and prepare for postsecondary success. A copy of the application is attached, along with a copy of the evaluation instrument.

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 application from Florida High School for Accelerated Learning - Manatee, Inc. (No Anticipated Additional Financial Impact)

Financial Impact

Florida High School for Accelerated Learning - Manatee, Inc. will receive ninety-five percent (95%) of the Full-Time Equivalent (FTE) and other appropriate funds based on enrollment as reported in FTE survey reports.

Contact
Submitting Department: Charter Schools
Initiated by: Dr. Valerie M. Hyer, Coordinator

Attachments:

FHSAL Manatee Charter Application 01.05.24
FHSAL Evaluation.pdf

APPLICATION COVER SHEET

NAME OF PROPOSED CHARTER SCHOOL: Florida High School for Accelerated Learning – Manatee County

NAME OF NON-PROFIT ORGANIZATION/MUNICIPALITY UNDER WHICH CHARTER WILL BE ORGANIZED OR OPERATED: Florida High School for Accelerated Learning – Manatee, Inc.

If a non-profit organization, has it been incorporated with Florida's Secretary of State? Yes

Provide the name of the person who will serve as **the primary contact** for this Application. **The primary contact** should serve as the contact for follow-up, interviews, and notices regarding this Application.

NAME OF CONTACT PERSON: Angela Whitford-Narine

TITLE/RELATIONSHIP TO NON-PROFIT: CEO, Accelerated Learning Solutions

MAILING ADDRESS: 5850 T. G. Lee Blvd, Suite 345, Orlando FL 32822

PRIMARY TELEPHONE: (321) 221-7001 **ALTERNATE TELEPHONE:** (407) 615-0370

E-MAIL ADDRESS: angela.narine@als-education.com

Names, roles, and current employment of all persons on applicant group, i.e. anyone with a role in drafting the substantive content of this application or expected to have a significant role with the school, including any consultants or employees of an Education Service Provider. Add lines as necessary.

Full Name	Current Job Title & Employer	Role with Proposed School
Dwight Barber	Chairman, Florida High School for Accelerated Learning – Manatee, Inc.	Board Chair
Angela Whitford-Narine	CEO, ALS	Leadership and Oversight of School Operations/Organizational Support
Mark Ornstein	Vice President of Operations	Supervision of School Leadership
Emily Booker	Executive Director of Business Development, ALS	None
Greg Engeman	Executive Vice President, Organizational Relationships, ALS	Charter Board Support
Jeff Dilley	Chief Financial Officer, ALS	Oversight of Financial Management
David Zeiler	Executive Vice President of Educational Platforms	Leadership and oversight, development and delivery of curriculum and instructional programs
Drew Hill	Vice President of Marketing and Enrollment	Development and execution of marketing and enrollment plans

Projected Date of School Opening (Month/Year): August 2024

Do any of the following describe your organization, or the school proposed in this application?

_____Seeks approval to convert an already existing public school to charter status. (*Applicant must attach as Attachment A evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.*)

_____Will be a charter school-in-the-workplace pursuant to section 1002.33(15), F.S.

_____Will be a charter school-in-a-municipality pursuant to section 1002.33(15), F.S.

_____Will be a charter school in a development pursuant to section 1002.33(10)(e)7., F.S.

__X__ Will contract or partner with an Education Service Provider (ESP). *(See definition of an ESP in the Addendum, which applicant must complete if using an ESP.) If yes, include the provider's portfolio in answering the questions below regarding pending applications and school openings.*

Name of ESP: ALS Education, LLC

__X__ Seeks approval to replicate an existing school model. *(See definition of a replication in the Addendum, which applicant must complete if replicating a school model.)*

_____Seeks approval to replicate an existing High Performing Charter school model pursuant to section 1002.331, F.S.. *(Applicant must complete Addendum A1.)*

Does the applicant group have one or more charter school applications under consideration by any other authorizer(s) in the United States or intend to apply for one or more charter school applications to open in the upcoming school year other than the one presented here? ____ Yes ___X__ No *If yes, complete the table below (add lines as necessary).*

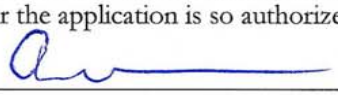
State	Authorizer	Proposed School Name	Application Due Date	Decision Date

Does this applicant group have approved applications for schools or campuses scheduled to open in the United States in the future? _____Yes ___X__ No *If yes, complete the table below (add lines as necessary).*

Planned School Name	Authorizer	City, State	Opening Date

Does this applicant group operate schools or campuses in Florida or elsewhere in the United States? ____ Yes ___X___No *If yes, complete DOE Form IEPC-M1A which can be found at http://www.fldoe.org/schools/school-choice/charter-schools/charter-school-reference, and include as Attachment DD.*

I certify that I have the authority to submit this application and that all information contained herein is complete and accurate, realizing that any misrepresentation could result in disqualification from the application process or revocation after award. I understand that incomplete applications will not be considered. The person named as the contact person for the application is so authorized to serve as the primary contact for this application on behalf of the applicant.



Signature

CEO, ALS
Title

Angela Whitford-Narine
Printed Name

1/05/24
Date

APPLICATION TABLE OF CONTENTS

EXECUTIVE SUMMARY

APPLICATION NARRATIVE:

I. EDUCATIONAL PLAN.....1

1. Mission, Guiding Principles and Purpose.....1
2. Target Population and Student Body.....2
3. Educational Program Design.....6
4. Curriculum and Instructional Design.....24
5. Student Performance.....48
6. Exceptional Students.....59
7. English Language Learners.....69
8. School Culture and Discipline.....82
9. Supplemental Programming.....83

II. ORGANIZATIONAL PLAN.....84

10. Governance.....84
11. Management and Staffing.....89
12. Human Resources and Employment.....93
13. Professional Development.....96
14. Student Recruitment and Enrollment.....100
15. Parent and Community Involvement.....103

III. BUSINESS PLAN.....106

16. Facilities.....106
17. Transportation Service.....110
18. Food Service.....111
19. School Safety and Security.....112
20. Budget.....114
21. Financial Management and Oversight.....116
22. Start-Up Plan.....121

REQUIRED APPLICATION ADDENDA:

Addendum A: Replications.....123

Addendum B: Education Service Providers.....129

ATTACHMENTS:

A. Evidence of Support for Conversion, if applicable 141
B. Sample daily school schedule and annual school calendar 142
C. Sample curriculum scope and sequence 146
D. Reading curriculum....439
E. Pupil Progression Plan....441
F. Assessment Schedule....442
G. Proposed Discipline Policy or Student Code of Conduct....446
H. Articles of incorporation 447
I. 501(c)(3) tax-exempt status determination letter (or copy of the filing form)....452
J. Governing board by-laws 469
K. Governing board code of ethics and conflict of interest policy 481
L. Board Member Information Sheet, Resume, and Statement of Assurances 489
M. Organization charts (Pre-operational and Subsequent years....516
N. Job description for school leader; if person is already identified, his or her resume 518
O. If the school leader is not yet identified, the qualifications the school will look for in a school leader....522
P. Job description(s) and qualification requirements for each administrative or leadership position other than the school leader 523
Q. Job description(s) and qualification requirements for the school's teachers 527
R. Personnel policies, if developed 549
S. Student enrollment application....602
T. Evidence of need/demand for the school 608
U. Evidence of facility funding, if applicable....613
V. Draft rental agreement or lease for facility, if applicable....614
W. Florida Charter School Revenue Estimating Worksheet....615
X. Proposed Operating Budget 630
Y. Proposed Startup Budget....642
Z. Evidence of external funding....646

ATTACHMENTS / ADDENDA (AS APPLICABLE)

AA. Commissioner's letter(s) of verification of high-performing status....647
BB. ESP's organization chart....648
CC. ESP's organization chart after any anticipated growth 649
DD. Applicant history worksheet (*Form IEPC-M1A)*....650

EE. Draft contract between school and ESP 655
FF. Applicant supplemental material: 671
School Dashboard Sample 671
MY SUCCESS Dashboard (High School) 672
MY SUCCESS Dashboard (Middle School) 673
Gradebook Samples 674
Graduation Checklist 675
Sample Marketing Materials 677
Sample Facility Layout 679

EXECUTIVE SUMMARY

MEET A STUDENT

Kevin is 17.5 years old and not on track to graduate with his cohort group because he has only earned enough credits to be classified as a 10th grader. Kevin's mother is a single parent and is working two jobs to support her family; yet she still finds her income below the poverty line. Kevin has three younger siblings and he is expected to help with childcare and hold a part-time job to contribute to the household income. These family responsibilities distracted him from focusing on his schoolwork and prevented him from regular attendance at his neighborhood school. He found himself falling farther and farther behind his peers.

Enrollment in a non-traditional high school is helping Kevin get back on track. The scheduling flexibility has allowed him to stay in school while also balancing family commitments. Not only is he optimistic about finishing high school and graduating, but the small school model with post-secondary planning supports also exposed him to opportunities for his future so he now knows that he CAN graduate and move on to a successful career.

Kevin is the type of student our proposed school intends to serve: students in need of a high school graduation option that takes their unique needs into consideration and provides a supportive environment where they can focus on their learning.

Proposed Plan for the School

Our plan is to replicate the successful model currently being implemented in nineteen other Florida schools managed by ALS Education, LLC: five in Orange County; five in Miami-Dade County; three in Lee County; two in Palm Beach and Hillsborough Counties; and one in Brevard and Seminole Counties. Information about the success of these schools may be found in Addendum A (Replication).

School's Mission

The mission of the School is to help at-risk students earn a standard high school diploma and prepare for postsecondary success.

Anticipated Student Population

Our dropout prevention and recovery program (DPRP) model provides an innovative option for students who have fallen behind and are at-risk of not graduating or not graduating on time as well as students who have already dropped out. The instructional and support model of the School have been designed to respond to the unique needs of the target population.

District Need

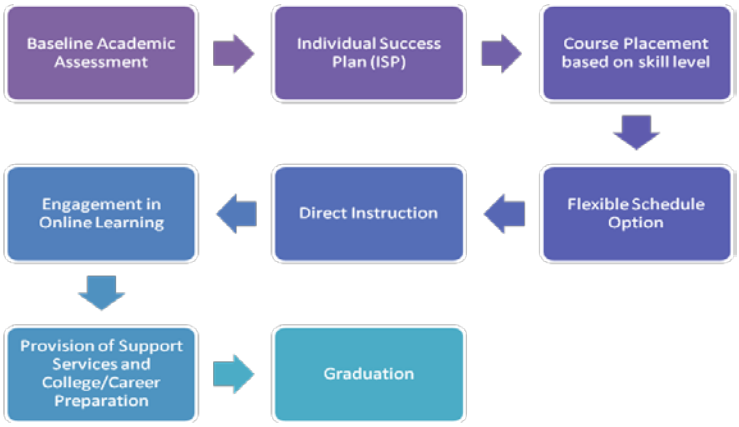
The Board believes that the Bradenton area has a student population that will benefit from a DPRP. The Board identified six district high schools in that area which had a combined total of 1,128 non-graduates from the graduating classes of 2020, 2021 and 2022[1]. These are the students, as well as those that are currently behind and on a path to dropping out, that we believe will benefit from an innovative, non-traditional educational alternative. It is our expectation that, once the School opens, surrounding public schools will familiarize students who are not making appropriate academic

[1] "Florida's Federal High School Graduation Rates, 2020-22," FLDOE website, accessed December 2023.

progress or are at risk of dropping out with this new option to support success. We will strive to fully inform district principals and counselors about the many features that make our school a valuable option for students who may need a non-traditional environment in order to reach graduation. We believe that we can be a great partner in helping the School District ensure a quality option to meet the needs of this fragile student population. In accordance with our mission, year-round open enrollment will be available, enabling students to enroll and complete graduation requirements at any time during the school year.

Education Plan and School Design

Below is a graphic which outlines the key features of the School's model. Each of these features is described in detail in Section 3 of the application.



School Culture

The school culture will be based on caring, respect and results. The tone of the school will reflect respect and care from all administrators and staff members for all students, regardless of their circumstances. Students will be recognized regularly for meeting expectations and demonstrating success. Both schoolwide and classroom celebratory events will highlight students and their work. Teachers will make regular contact with parents to communicate and praise student progress. A student incentive program will also be implemented to reward students when they pass courses, pass state exams, demonstrate good attendance, demonstrate growth in their reading and math skills, and when they exhibit leadership or citizenship skills that represent the values of the School.

Community Partnerships

Community support is anticipated from a number of community organizations, many of which are already working in other ALS-managed schools in Florida (See Community Service Providers at an ALS School). Examples of the support to be provided include wrap-around social services and mental health support, college and career fairs, community resource fairs, internships, etc.

Summary

Our Board looks forward to helping improve student outcomes in Manatee County by providing this proven program to students who have dropped out of high school, who are at high risk of dropping out or who simply need a non-traditional learning environment.

For a look at the impact of the proposed school model on students, parents and staff, we encourage you to view this 4-minute video of a 2023 graduation ceremony from two of the replication sites in Hillsborough County: https://youtu.be/l8deH5hsiz4?si=cN-zCHTt4bYEIotR.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE COUNTY

I. EDUCATIONAL PLAN

1. MISSION, GUIDING PRINCIPLES AND PURPOSE

1.A. PROVIDE THE MISSION AND VISION STATEMENTS FOR THE PROPOSED CHARTER SCHOOL

(1) Mission

The mission of the Florida High School for Accelerated Learning – Manatee County (FHSAL or referred to as "the School") is to help at-risk students earn a standard high school diploma and prepare for postsecondary success.

(2) Vision

The vision of FHSAL is to provide students with an innovative, non-traditional educational alternative leading to high school graduation. This vision is based on the philosophy that all students deserve a quality education, opportunities to succeed in school, and preparation for postsecondary success.

1.B. PROVIDE THE PAGE NUMBER(S) OF THE MATERIAL WITHIN THIS APPLICATION THAT DESCRIBES HOW THE PROPOSED SCHOOL WILL UTILIZE THE GUIDING PRINCIPLES FOUND IN SECTION 1002.33(2)(A), F.S.

In accordance with the law, charter schools shall be guided by the following principles:

- *Meet high standards of student achievement while providing parents flexibility to choose among diverse educational opportunities within the state's public school system.* PAGE(S) 6-23.
- *Promote enhanced academic success and financial efficiency by aligning responsibility and accountability.* PAGE(S) 116-117.
- *Provide parents with sufficient information on whether their child is reading at grade level and whether the child gains at least a year's worth of learning for every year spent in the charter school.* PAGE(S) 14, 57-58.

1.C. PROVIDE THE PAGE NUMBER(S) OF THE MATERIAL WITHIN THIS APPLICATION THAT DESCRIBES HOW THE PROPOSED SCHOOL WILL MEET THE PRESCRIBED PURPOSES FOR CHARTER SCHOOLS FOUND IN SECTION 1002.33(2)(B), F.S.

In accordance with the law, charter schools shall fulfill the following purposes:

- *Improve student learning and academic achievement.* PAGE(S) 6-23.
- *Increase learning opportunities for all students, with a special emphasis on low-performing students and reading.* PAGE(S) 9-16, 31-36.
- *Encourage the use of innovative learning methods.* PAGE(S) 6-23
- *Require the measurement of learning outcomes.* PAGES 47-51.

1.D. PROVIDE THE PAGE NUMBER(S) OF THE MATERIAL WITHIN THIS APPLICATION THAT DESCRIBES HOW THE PROPOSED CHARTER SCHOOL WILL FULFILL THE OPTIONAL PURPOSES OF CHARTER SCHOOLS FOUND IN SECTION 1002.33(2)(C), F.S.

In accordance with the law, charter schools may fulfill the following purposes:

- *Create innovative measurement tools.* 47-52.

- *Provide rigorous competition within the public school district to stimulate continual improvement in all public schools.* PAGES (N/A) .
- *Expand the capacity of the public school system.* PAGE(S) 4-6 .
- *Mitigate the educational impact created by the development of new residential dwelling units.* PAGE(S) (N/A) .
- *Create new professional opportunities for teachers, including ownership of the learning program at the school site.* PAGES 17, 23-25, 56-57, 92-97 .

2. TARGET POPULATION AND STUDENT BODY

2.A. DESCRIBE THE ANTICIPATED STUDENT POPULATION TO BE SERVED. DESCRIBE THE ANTICIPATED STUDENT POPULATION TO BE SERVED AND HOW THAT ALIGNS WITH THE SCHOOL'S MISSION. APPLICANTS SHOULD STATE IF THEY WILL GIVE ENROLLMENT PREFERENCE OR LIMIT THE ENROLLMENT PROCESS, AS ALLOWED BY LAW, TO CERTAIN STUDENT POPULATIONS DEFINED IN SECTION 1002.33(10)(D) & (E), F.S. IF THE APPLICANT INTENDS TO HAVE ENROLLMENT PREFERENCES THEY SHOULD BE DESCRIBED IN SECTION 14 OF THE APPLICATION

In accordance with its mission to help at-risk students earn a standard high school diploma and prepare for postsecondary success, the Board of Directors proposes to serve students in grades 7-12 [including students with special needs, students with disabilities, and English Language Learner (ELL) students]. As permitted in s. 1022.33(10)(e)2., F.S. the target population includes students who are low-performing, under-credited, or have dropped out (or are dangerously close to dropping out) from their traditional public schools.

Our target high school student population includes students who are over-age for their current grade level and not on-track to graduate with their 9th grade cohort. High school students enrolling in this School's first class are expected to have the following characteristics[1]:

- Approaching 18 years old and 2 or more years behind their expected grade level.
- Academically unsuccessful—97% reading below grade level (average 4th grade level) and 87% performing math below grade level (average 4th grade level).
- Average number of credits earned before enrolling at 9.9. This is 14.1 credits (or more than 2 years in a traditional high school) away from meeting graduation requirements.
- Average GPA of 1.5 (compared to the 2.0 required graduation).
- Significant personal/social obstacles that often impede academic success - 44% parenting, pregnant or caring for other family members and 49% holding a job to help support themselves or family.

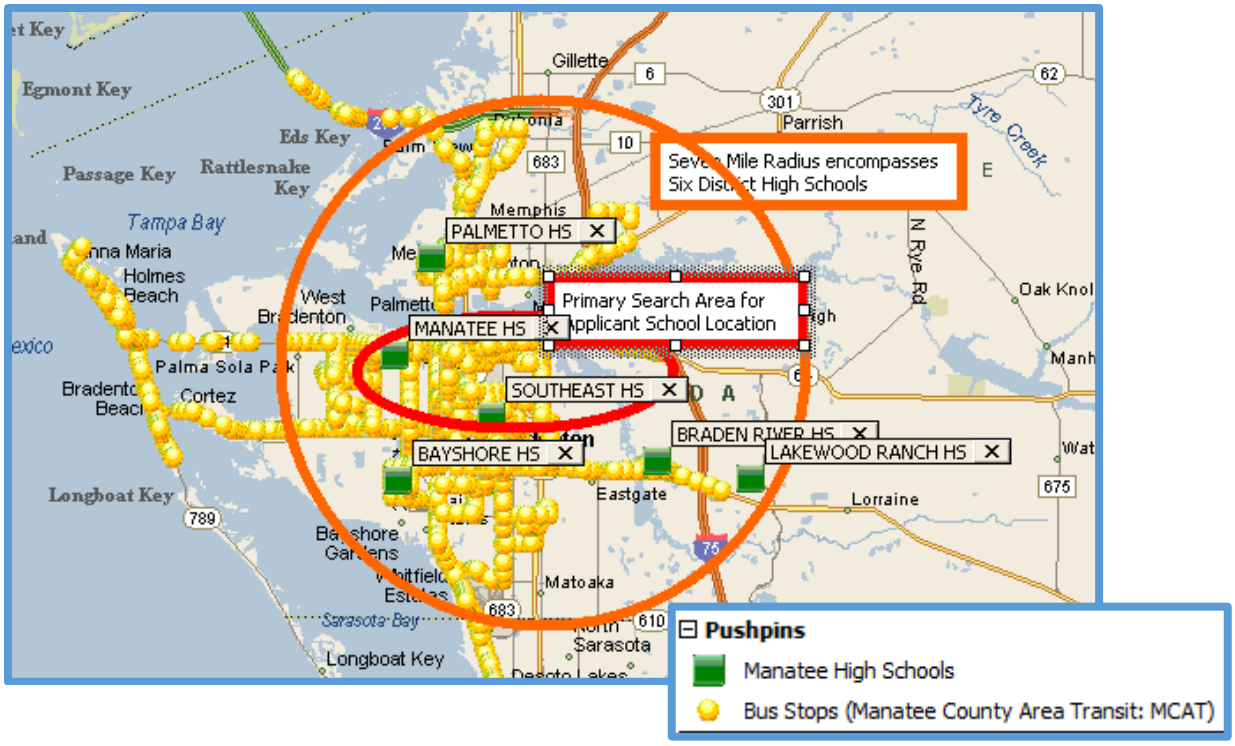
Our target middle school population also includes 7th and 8th grade students who are over age for middle school with a primary focus on those repeating 8th grade who have not yet met the requirements of s. 1003.4156, F.S. for promotion from middle school to high school. This intervention for over-age middle school students will ensure that these students are better prepared for success in high school and will help reduce their risk of dropping out.

[1] Based on the typical student served in the 23 DPRP schools currently operated by the ESP in 2022-23.

Enrollment is expected to align closely with the demographics of Manatee County's Class of 2022 (most recent data available) dropouts and non-graduates: 18% African-American, 47% Hispanic/Latino, 3% multi-racial/other and approximately 61% male.[2] The school has outlined its enrollment preferences in Section 14. The School will comply with the class size requirements of s. 1003.03, F.S. by providing two sessions of classes with no more than 25 high school students or 22 middle-grade students.

2.B. If a facility has not been identified in Section 16 of this application, state the geographic area which the applicant intends to serve.

A facility has not yet been identified, but the applicant intends to serve students in the Bradenton area of Manatee County (once a facility has been selected, the school name will be finalized to reflect the area of the selected location). The primary search area for the school site is an oval bounded in the north by the Manatee River and in the south by Cortez Road/44th Street. Its western bound is 51st Street West and it extends east to I-75. The following map provides a visual representation of the primary target area (red oval) and shows that six district high schools (green blocks) are within a 7-mile radius (dark orange circle) of the center of the target area. Additionally, the map demonstrates that Manatee County Area Transit (MCAT) stops (yellow dots) are located adjacent to or less than a mile from each district high school and that transit stops are available within each of the district high school attendance zones to ensure transportation accessibility to the target site.



[2] Source: High School Graduation Cohort Build a Table ,2021-22,: Know your Data webpage, FLDOE.org, 2022. Link: https://knowyourdatafl.org/views/PK12-HighSchoolGraduationCohort/HIGHSCHOOLGRADUATIONCOHORT-BUILDATABLE?%3AshowAppBanner=false&%3Adisplay_count=n&%3AshowVizHome=n&%3Aorigin=viz_share_link&%3AisGuestRedirectFromVizportal=y&%3Aembed=y ""

2.C. PROVIDE ENROLLMENT PROJECTIONS IN THE TABLE BELOW FOR EACH YEAR OF PROPOSED OPERATION. THESE PROJECTIONS ARE NOT ENROLLMENT CAPS. ANNUAL CAPACITY DETERMINATIONS WILL BE MADE BY THE GOVERNING BOARD IN CONJUNCTION WITH THE SPONSOR PER SECTION 1002.33(10), F.S.

The grade-level enrollment projections below represent projected enrollment by the February (Survey 3) FTE Count for each school year.

Grade Level	Number of Students				
	Year 1	Year 2	Year 3	Year 4	Year 5
7	14	21	25	25	25
8	20	32	35	40	40
9	50	78	90	90	90
10	50	80	100	110	110
11	60	95	110	115	115
12	65	95	115	120	120
TOTAL	260	400	475	500	500

Because the School accepts student applications year-round, the enrollment is projected to steadily increase during the course of each year. Accordingly, projections for the October and February FTE counts are as follows:

Year	October FTE	February FTE	Average FTE
1	140	260	200
2	300	400	350
3	375	475	425
4	400	500	450
5	450	500	475

The School's projected budget calculations (see the Florida Charter School Revenue Worksheet in Attachment W) utilize the *average* FTE.

2.D. PROVIDE A BRIEF EXPLANATION OF HOW THE ENROLLMENT PROJECTIONS WERE DEVELOPED.

The Board believes the Bradenton area has a student population that will benefit from a dropout prevention and recovery program.

As shown in the following table, the Board identified six district high schools in that area that had 1,128 combined non-graduates from the graduating classes of 2020, 2021 and 2022. These schools also had a substantial number of students with below-standard scores on the 2019 Algebra I EOC and 10th grade FSA ELA. These low-achieving students are at-risk of becoming non-graduates. The Board projects from this group an average enrollment of 450 students by year 4.

Non-Graduates and At-Risk Students from the District High Schools in the Target Search Area

Target Search Area	District High Schools in Area	Non-Graduates from these six schools' Classes of 2020-2022	Students Scoring Below Standard on 2023 Algebra I EOC	Students Scoring Below Standard on 2023 Grade 9 and 10 ELA FSA
Bradenton	Bayshore HS Braden River HS Lakewood Ranch HS Manatee HS Palmetto HS Southeast HS	1,128	1,073	3,301

As demonstrated in the following table, the proposed area also provides an excellent location to serve nearby middle school students who have been deemed "not proficient" on 8th grade math and ELA tests. At the eight middle schools closest to the proposed school, for example, there is a sizable population of 8th grade students who have been absent 21+ days as well as significant numbers who scored not proficient in ELA and/or math in 2023. From these students, the Board projects that by year 4 of the charter an additional 65 middle school students who are struggling and have fallen significantly behind would benefit from enrollment in the School.

At-Risk Students from the District Middle Schools in the Target Search Area

Target Search Area	District Middle Schools in Area	Absent 21+ days: Students from these middle schools 2021-22*	Students Scoring Level 1-2 on 8th grade Math 2022-23	Students Scoring Level 1-2 on 8th grade ELA 2022-23
Bradenton	Braden River MS Buffalo Creek MS Carlos Haile MS Dr. Mona Jain MS Electa Lee MS Lincoln MS Martha King MS W.D. Sugg MS	2,326	772	1,377
* Data for 2022-23 not published, as of 12/11/2023				

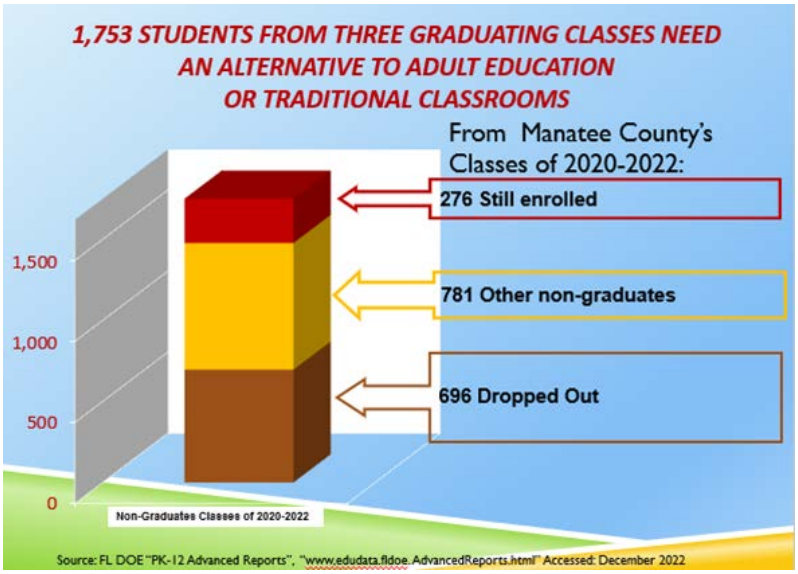
2.E. Briefly explain the rationale for the number of students and grade levels served in year one and the basis for the growth plan in subsequent years as illustrated in the table above.

To determine the student population likely to enroll in the proposed school, the number of non-graduates for all the district high schools was tabulated. As a cross-check, the number of 9th and 10th grade students who scored below satisfactory on standardized reading tests in those district high schools was also tabulated. For both tabulations, **the number of likely to enroll students was**

approximately double the proposed school size. According to data found on the Florida Department of Education website, in SDMC Schools:

- 56% (4,273) of SDMC students in the 9th and 10th grades scored at Level I or II on FSA ELA Assessment in 2022-23.
- 41% (1,609) of SDMC students did not meet state standard on Algebra I EOC Assessment in 2022-23.
- 1,753 students district-wide from the SDMC Classes of 2020-2022 dropped out or did not graduate on time.[3]

To further illustrate this issue, non-graduate and dropout statistics for SDMC's last three graduation cohorts indicate the students who will be well-suited to the School, as listed in the following chart.



Student population projections were modeled using enrollment data from one of the replication high school dropout prevention programs which uses the same operating model and is located in nearby Hillsborough County. This school ramped up during the first year (2012-13) as follows:

FTE Count	West University High School
October	174
February	295

The Board believes that sufficient need and demand exist among the target population of students in this school district and identified locale to meet the School's projected enrollment.

3. EDUCATIONAL PROGRAM DESIGN

3.A. DESCRIBE THE PROPOSED CHARTER SCHOOL'S EDUCATIONAL PROGRAM.

(1) Philosophy

[3] Source for cohort, graduates and non-graduates: "Florida's Federal High School Graduation Rates [2021-22]" FLDOE website, accessed October 2023. 2022-23 information not available at time of writing.

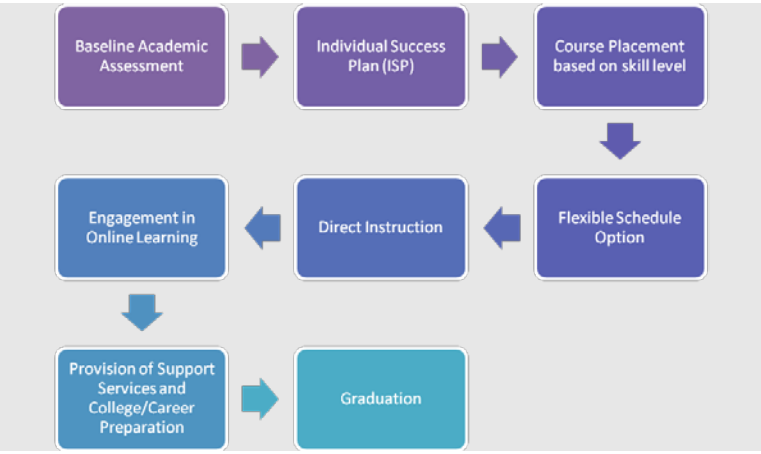
Our philosophy is that all students can learn if provided an environment that is responsive to their unique needs. We believe that effectively serving our target student population requires an educational program design that responds to the specific needs of each student's academic and personal/social circumstance. Since our target population typically struggles in several key areas (academic stability, basic skills gaps, social-emotional wellbeing, exposure to post-secondary options) our educational design is focused on addressing each of these issues through an innovative and evidence-based service model.

(2) Accelerated Learning Model

Our accelerated learning model provides an innovative option for students in one of three target groups: students at-risk of dropping out of their traditional high school; students about to drop out in the very near future; or students who have already dropped out and are interested in returning to school to earn a high school diploma. The educational program and instructional model of the School have been designed to align with the School's mission (to help at-risk students earn a standard high school diploma and prepare for postsecondary success) and respond to the needs of the target population.

Our students will come to us with the desire to earn a high school diploma but with gaps in their foundational and academic content area skills. It is for this reason that the School will administer a baseline assessment that will allow us to provide students with an individualized plan to bridge gaps while they work toward earning credits.[4] This Individual Success Plan (ISP) will be specifically designed to take students where they are and outline all of the coursework and necessary intervention and supplemental instruction needed to ensure that course and graduation standards and requirements are met. Students will be provided with a rigorous and engaging curriculum that is aligned with the Benchmarks for Excellent Student Thinking (B.E.S.T.) Standards and the Florida Next Generation Sunshine State Standards (NGSSS) as defined by s. 1003.41, Florida Statutes (F.S.).

Key features of the Educational Model include:



(a) A **baseline academic assessment** administered to all students using the General Assessment of Instructional Needs (GAIN), a criterion-referenced measure of English and math skills, or

[4] *Strategies and Resources to Create a Trauma-Sensitive School*, Wisconsin Department of Public Instruction , https://dpi.wi.gov/sites/default/files/imce/sspw/pdf/traumastrategies.pdf.

other similar diagnostic assessment. The baseline academic assessment is conducted to identify or predict students who may be at risk for poor learning outcomes. This universal screening is conducted with all students and is followed by additional testing or short-term progress monitoring to corroborate students' risk statuses.

(b) An **Individual Success Plan** created for each student based upon the results of the baseline entry assessment(s), past academic performance, and previous school records, a career interest inventory and career plan, social/personal needs inventory, disciplinary records, and parent and student input.

(c) **Course Placement** that matches students' skill levels as determined by prior school records and the baseline assessment results.

(d) **Flexible Schedule Option** provided where students can choose a morning or afternoon instructional session (or both as space permits).

(e) **Differentiated direct instruction, coaching, and guidance** provided by highly qualified teachers. Targeted, face-to-face instruction will be conducted in large groups, small groups, or individually to assist struggling students. This targeted, face-to-face instruction will address identified gaps in student learning and provide appropriate interventions and remediation. Instruction will be differentiated according to students' individual needs. We believe in providing students with personalized and collaborative learning experiences by organizing our students into small learning communities. In these learning communities, students will work closely with a team of certified core content teachers and a career coach, who together, as a team, ensure that students set short and long-term goals to fulfill their Individual Success Plan.

(f) **Engagement in online learning experiences** using Edmentum for core curriculum supplemented with lessons from additional remediation, such as *Reading Plus*®, *Wilson Reading*, *March 2 Success*®, *MindSage*, *FDIC Money Smart*, and *Kuder*. With the support of a team of on-site certified teachers, students use on-line curriculum specific to their unique Individual Success Plans with the ability to move at a pace that is appropriate to their learning style and current academic levels.

(g) **Provision of support services and focused college and career preparation**. Students will be provided with comprehensive social services, crisis intervention, and behavioral health services designed to help them overcome non-academic obstacles that are impacting their success. They will also receive instruction and support in employability skills, career and college readiness, and postsecondary options. All students work with an on-site Career Coach to complete a graduation checklist prior to commencement that ensures a post-secondary plan is in place and steps necessary for a successful transition have been supported.

(3) Additional Support for Middle Grades

As described in Section 2, the school proposes to include students who are over age for middle school and have not yet met the requirements of s. 1003.4156, F.S. for promotion from middle school to high school. Although the middle school students will be served in separate classrooms from high school students (and the middle school classrooms will include no more than 22 students to comply with the class size requirements of s. 1003.03, F.S.), these students will also be served by the School's blended learning model, which combines technology-based education with direct, face-to-face, small and large group, and individual instruction. Middle grade students will also benefit from the following:

(a) **<u>Intensive Instruction for Middle Grades</u>**

Students who are experiencing difficulty with reading will be enrolled in an intensive reading course that provides intensive, small group, and teacher-guided reading instruction. Reading certified or reading endorsed teachers will base instructional decisions

on data to meet the needs of diverse learners and teach essential components of reading using evidence-based instructional methods.

Middle grades students who are experiencing difficulty with mathematics may be enrolled in a *Foundational Skill in Mathematics* course. Students who are enrolled in a *Foundational Skill in Mathematics* course will be provided intensive, small group, and teacher-guided mathematics instruction. Mathematics certified teachers will base instructional decisions on data to meet the needs of diverse learners and teach essential components of mathematics using evidence-based instructional methods.

(b) **Standard Grading System**

The system and interpretation for grading will be as follows:

Grade	Percent	Definition
A	90-100	Outstanding Progress
B	80-89	Above Average Progress
C	70-79	Average Progress
D	60-69	Lowest Acceptable Progress
F	0-59	Failure

(c) Middle School Core Courses

Middle school students can fulfill their math, language arts, science, and social studies course requirements through Edmentum's mastery assessments, which align with NGSSS and B.E.S.T. standards. Passing these unit and semester exams with a score of 80% or higher exempts portions of the course in which the student demonstrates mastery. Students who don't demonstrate mastery on the exams will need to complete the corresponding coursework in full.

(d) High School Credit for Middle School Students

The School recognizes the need to provide high school educational experiences for those students enrolled in the middle school who have demonstrated mastery of middle school Next Generation Sunshine State Standards and B.E.S.T. standards. Students must meet criteria determined by the school in order to enroll in high school courses and may earn high school credit for course work taken during middle school. These courses will be included in all high school transcripts and high school grade point averages (GPA).

(e) Grade Forgiveness for High School Courses Taken By Middle School Students

Middle school students may repeat a high school course with grades of "C", "D" or "F" for forgiveness. Any course grade not replaced according to District forgiveness policy shall be included in the calculation of the students' high school cumulative grade point average (GPA) required for graduation.

3.B. Describe the basic learning environment (e.g., classroom-based, independent study, blended learning), including rationale for class size and structure and how the learning environment supports and is consistent with the mission.

The School will offer an innovative and individualized program for each student to progress at an appropriate pace based on his/her individual learning needs. Accordingly, the major focus of the

School's instructional methods directly aligns with its mission to help at-risk students earn a standard high school diploma and prepare for postsecondary success.

The School's instructional program has four essential components that encompass the model's key elements: a) flexible daily schedule; b) individual success plans; c) instructional delivery through blended learning; and d) support services. These are described below:

(a) Flexible Daily Schedule

Many students who drop out of school have been unsuccessful in a traditional school environment. Students report that family obligations, pregnancy, childcare, mental health issues, addiction, homelessness, lack of financial support, or the need to work can distract them from their educational success. High-need students require a variety of instructional approaches, targeted resources, support services, and intervention strategies to motivate them, support their learning, and ensure both short-term and long-term success. According to the National Dropout Prevention Center, schools that have been effective in improving the success of students who are returning to school provide a small learning community, caring faculty, individualized learning, and flexible scheduling options.[5]

We believe that respecting and acknowledging students' other life obligations by offering a **non-traditional school schedule** and a choice among school sessions will permit students to attend on a more regular basis than a traditional school schedule. This, in turn, will support attainment of a high school diploma. The School will offer at least two (2) sessions for curriculum instruction. Students will choose to attend one of these sessions or more as space permits (i.e., a student can choose to attend for extended hours so long as there is classroom space with fewer than twenty-five (25) high school students or twenty-two (22) middle school students in attendance). Consistent with s. 1011.61(1)(a)(2), F.S., the School will operate as a double session school with an instructional calendar providing no less than the 900 annual instructional hours required by statute. In addition, the School will mirror the district's school calendar relating to holidays. A sample calendar, as well as an explanation of typical student schedule, is included in Attachment B.

(b) Individual Success Plans

The National Dropout Prevention Center reports that individualized plans, similar to those used in Special Education, can make a difference in the lives of at-risk students.[6] These plans communicate to students that they and their unique needs are understood and that the School is committed to their individual success. Many schools provide a "one size fits all" program; however, our School's academic program is highly personalized so that all students' needs are met, and all are provided the opportunity to realize their full potential. This individual approach begins at New Student Orientation, where a baseline **academic assessment** will be administered to all students using the General Assessment of Instructional Needs (GAIN), a criterion-referenced measure of English and math skills, or other approved diagnostic assessment. GAIN is a ninety (90) minute diagnostic assessment of English and math skills – from basic literacy and numeracy to advanced skills taught in secondary schools as defined by the NRS' Educational Functioning Levels.[7] GAIN helps **place students in courses appropriate to their skill levels** and provides information used to create individual intervention plans to remediate deficiencies.

[5] http://www.dropoutprevention.org/effective-strategies/alternative-schooling
[6] http://www.dropoutprevention.org/effective-strategies/individualized-instruction
[7] https://wonderlic.com/student-admission-assessment/placement-insight/gain/

An **Individual Success Plan (ISP)** will be created for each student. This plan will include: a middle school promotion plan or high school graduation plan, a postsecondary transition plan, personal goals, and diagnostic and summative assessment data. The ISP will outline all academic and social needs and career and postsecondary transition plans for each student, including promotion or graduation requirements. Administrators and highly-qualified certified teachers, along with support staff, will collaborate to develop the ISP together with student input and involvement.

A unique ISP will be specifically designed to take each student where he/she is and outline all of the coursework and necessary interventions and supplemental instruction needed to ensure that promotion or course and graduation requirements are met. The academic plan will be developed based upon the results of a baseline entry assessment(s) and identified skill gaps, past academic performance, and previous school records, and is designed to accelerate each student's progress toward the accumulation of course completions or credits, which will result in improved student performance, grade promotion, and a high school diploma.

The Career Coach will work with each student to develop their career interests and complete a postsecondary transition plan based on the student's personal goals, a career interest inventory, and an interview with the Career Coach to match student interests, aptitudes, and needs to employment, internships, and postsecondary education opportunities.

The ISP will serve as the template to ensure each student will be provided with individual attention, foundational skills development, and social, emotional, and behavioral support needed to address specific individual challenges and deficiencies. The student-focused plan is aimed at providing the tools necessary to arm each student with the ability to advance to or excel beyond the student's age-appropriate grade level.

(c) Instructional Delivery through Blended Learning

The School's blended learning model will be fully implemented on-site at the School, and will combine technology-based education with direct, face-to-face, small and large group, and individual instruction.[8] This will allow students to work at their own pace while having access to personal attention, assistance, and instruction from a certified teacher along with supplementary resources, as needed.[9] The goal of this blended approach is to join the best aspects of both face-to-face and online instruction.

In the past, digital materials have served in a supplementary role in many classrooms, helping to support face-to-face instruction. The School's blended learning program uses technology to individualize educational plans, address foundational gaps and provide acceleration opportunities for students. This is particularly appropriate for students who have dropped out of school or are at risk of dropping out. An educational model that allows students to focus on the courses needed for graduation, at a pace commensurate with their ability, creates an ideal opportunity for success. In fact, one of the key findings from a study of the effectiveness of blended learning was: Online and blended learning programs are tailored to meet individual student needs, allow students to self-pace, and are often considered more engaging than traditional courses, all of which make them well-suited to

[8] Tucker, C.R. (2013). The basics of blended learning. Educational Leadership, 70(6), 57-60, online at http://www.ascd.org/publications/educational-leadership/mar13/vol70/num06/The-Basics-of-Blended-Instruction.aspx

[9] Hidden curriculum (2014, August 26). In S. Abbott (Ed.), The glossary of education reform. Retrieved from: http://edglossary.org/hidden-curriculum

promoting the success of minority and high-need students. Blended learning programs are better suited for this purpose than purely online programs, as they are accessible to all students (not just those whose parents are able to supervise them at home) and can be customized to address the needs of students with limited English capabilities.[10] The School's instructional delivery methods also meets the expectation of s. 1006.29(3), F.S., which states, "Beginning in the 2015-2016 academic year, all adopted instructional materials for students in kindergarten through grade 12 must be provided in an electronic or digital format."

[1] Face-to-Face Differentiated Direct Instruction

Carefully-selected, highly-qualified teachers who are certified in at least one core subject area (many will hold multiple subject-area certifications) will provide direct instruction, coaching, and guidance in order to ensure students are engaged, reengaged, and making progress on their individual Success Plan (ISP) developed during the orientation program. Instruction will be differentiated by teachers in face-to-face groups and will include a variety of instructional strategies.

Differentiated direct instruction refers to explicit, guided instruction that is designed by the teacher, led by the teacher, and responds to the specific learning needs of each student within the classroom.[11] It emphasizes having clear objectives, demonstrating skills to students, and allowing students time to practice new skills. This will be done in small-group, face-to-face instruction by teachers and aides using carefully articulated lessons in which cognitive skills are broken down into small units, sequenced deliberately, and taught explicitly.[12]

While working through assigned courses, instructor-initiated interaction will occur daily as teachers implement the blended learning instructional model. Targeted, face-to-face differentiated direct instruction will be conducted in small and large groups or individually to assist struggling students. This individualized instruction will address identified gaps in student learning and provide appropriate interventions and remediation. Instruction will be differentiated according to students' individual needs including but not limited to foundational skills improvement and standardized test-taking skills in preparation for graduation requirements.

The Marzano Teacher Evaluation Model is based on the Art and Science of Teaching, which is a research-based framework for effective instruction. The model identifies 41 key strategies that are aligned with each of the four domains of effective teaching: classroom strategies and behaviors, planning and preparation, reflecting on teaching, and collegiality and professionalism. The model provides for formative feedback and allows for risk-taking by teachers while attempting to implement new strategies. The School will adopt Marzano's strategies to help our teachers continually improve their instructional strategies. Effective strategies identified by Marzano include but are not limited to identifying similarities and differences, summarizing and note taking, reinforcing effort and providing recognition, nonlinguistic representations, setting objectives and providing feedback, generating and testing hypotheses, and using cues, questions, and advance organizers.

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[10] Hanover Research (2011). Blended Learning Programs, http://www.hanoverresearch.com/wp-content/uploads/2011/12/Blended-Learning-Programs-Membership.pdf

[11] *BEST PRACTICES FOR TRAUMA-INFORMED INSTRUCTION*. Hanover Research, August 7, 2019, https://hanoverresearch.secure.force.com/customerportal/sfc/servlet.shepherd/version/download/0681T000006zCJAQA2.

[12] *INSTRUCTIONAL PRACTICES TO SUPPORT RIGOROUS INSTRUCTION*. Hanover Research, Jan. 2018, https://hanoverresearch.secure.force.com/customerportal/sfc/servlet.shepherd/version/download/06850000004jjZFAAY.

Remedial instruction will also be provided and will involve academic assistance in the subject area and/or state standards for which the student is struggling: English, reading, math, science, or social studies. Instruction will be conducted by 1) classroom teachers, ESE teacher, reading interventionist, and other certified staff with expertise in areas in which a student needs instruction. Remedial instruction may occur during the student's regularly scheduled session, or the student may elect to attend another session for extra tutoring.

[2] Technology-Based Instruction

Technology is the tool that maximizes the teacher's ability to personalize and individualize learning in the classroom.[13] According to Cakir, Delialioglu, Dennis, & Duffy,[14] technology-enhanced learning environments that support teaching and learning processes with advanced technology may close the achievement gap. The National Dropout Prevention Center[15] states that:

> Technology can remove barriers to learning and be especially helpful to at-risk students. The use of educational technology can:
>
> - improve student mastery of content;
> - provide individualized instruction;
> - improve students' attitudes toward learning;
> - prepare students for the workforce; and
> - increase the cost effectiveness of instruction.

The use of technology supports differentiated instruction based on student needs. The technology provides students and teachers with the tools, resources, and curriculum to be successful learners and increase student achievement. The technology enhanced curriculum is based on a three-component model of personalization, performance data, and intervention support. Research has consistently shown this three-pronged strategy will significantly increase student achievement levels when implemented in a Web-based learning environment (Chou & Wang, 2000; Federico, 2000; Rasmussen & Davidson-Shivers, 1998; Wang, et. al. 2006).[16] The curriculum software tracks student achievement and can add or remove practice and application assignments based on student success. Students can move through the lessons at their own pace - moving as fast or as slow as needed to fully understand the content and demonstrate that understanding. Technology provides students with the opportunities to easily access pronunciation and definitions for unfamiliar words; access a video, graphic, or photo to illustrate a concept; listen to text using headphones; or utilize supplementary resources for additional practice. The use of technology can prohibit progress to the next lesson until the student demonstrates mastery in each lesson within each course.

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[13] Patrick, S., Kennedy, K. & Powell, A. (2013). Mean what you say: Defining and integrating personalized, blended and competency education. Vienna, VA: International Association for K-12 Online Learning, http://www.inacol.org/cms/wp-content/uploads/2013/10/iNACOL-Mean-What-You-Say-October-2013.pdf.

[14] Cakir, H., Defilingly, O., Dennis, A., & Duffy, T. (2009). Technology enhanced learning environments for closing the gap in student achievement between regions: Does it work? AACE Journal, v17 n4 p301-315.

[15] http://www.dropoutprevention.org/effective-strategies/educational-technology

[16] Chou, H. & Wang, T. (2000). The influence of learning style and training method on self-efficacy and learning performance in WWW homepage design training. International Journal of Information Management, 20, 455-472; Federico, P. (2000). Learning Styles and student attitudes toward various aspects of network-based instruction. Computers in Human Behavior, 16, 359-379; Rasmussen, K. & Davidson-Shivers, G. (1998). Hypermedia and learning styles: Can performance be influenced? Journal of Education, Multimedia and Hypermedia, 7, 291-308; Wang, K., Wang, T., Wang, W., & Huang S. (2006). Learning styles and formative assessment strategy: Enhancing student achievement in Web-based learning. Journal of Computer Assisted Learning, 22(3), 207-217.

The current belief is that seat time represents student learning as expressed by grade levels that are one school year in length or semester units that are defined by time units of the daily school calendar and the annual school calendar. However, educational research and trends suggest more appropriate measures of learning should include demonstrations of what students know and are able to do. This can be referred to as competency-based, proficiency-based, mastery-based, or performance-based education.[17] The instructional software programs used by the School will allow students to demonstrate mastery based on performance through pre-tests, post-tests, and completion of learning activities. Credit is awarded upon successful course completion at mastery level (not on seat time). The Board understands that all classes and courses must be of reasonable length and include both content and contact sufficient to meet state requirements, while maintaining high academic quality and standards commensurate with credits awarded for a "traditional" class or course. Mastery-based learning with instructional software together with differentiated direct instruction will ensure that all objectives, rigor, and cognitive level requirements are addressed and met.

Student data are analyzed on a frequent, continuous basis by leaders, school teams, and individual teachers and staff members. Data analysis is used to evaluate instructional impact on learning; adaptation of instruction, curriculum, and assessment; and modification of interventions and Individual Success Plans. In the interest of ensuring an effective match between student learning needs and styles, and available curriculum and software, the School will continuously review the curricula used by the School and the research and development of new software options that may become available. The Board and school administrators will remain open to selecting and replacing these planned curricula with more appropriate options in the future.

[3] Monitoring and Communicating Performance

The entire instructional team will track student progress on a continuous basis using a specially designed internal electronic data management information system (MIS) that includes a learner profile for each student. The learner profile will collect, store, and analyze student test data as well as document tiered academic interventions and other services provided to the student. The test data will populate into the student's graduation plan to show which state assessments the student is required to pass to graduate as per state regulations for the student's cohort year. The learner profile will identify the student's postsecondary pathway and profession, along with links to the Student Services page showing interventions provided to students by faculty and outside service providers. The learner profile will also enable faculty and administrators to use the data to ensure that all students have customized learning plans and interventions resulting in students graduating prepared for postsecondary success.

Administrators and faculty will be able to view multiple sources of data by individual student as well as by classroom and school. These data will be analyzed to inform interventions, school improvement decisions, test preparation and professional development. The Principal will use the School Dashboard (See Attachment FF) and the Student Information System (SIS) to review performance data every day: including school-level data, class-level data, and individual student data. Teachers will meet regularly in Professional Learning Communities (PLCs) organized by content-area to review student data. PLCs will use data to solve real problems and expand the knowledge base of all employees through an inquisitive problem-solving approach. Weekly faculty meetings will include a review of School

[17] Patrick, S., Kennedy, K. & Powell, A. (2013). Mean what you say: Defining and integrating personalized, blended and competency education. Vienna, VA: International Association for K-12 Online Learning, http://www.inacol.org/cms/wp-content/uploads/2013/10/iNACOL-Mean-What-You-Say-October-2013.pdf.

performance indicators, including, but not limited to, attendance, credit earning rates, academic progress, graduation, course access, student skill growth, etc.

The Assistant Principal will meet with every student each time a course is finished to review graduation requirements, identify the next course to be taken, and set goals for completion.

The MY SUCCESS® Student and Parent Dashboard (See Attachment FF) will serve as the foundation for communicating (internally and externally) and monitoring student progress and results. This portal will link with the School's student information system to provide up-to-date information on student attendance, grades, state assessment results, skills development, and academic performance. For students and parents/guardians without access to the Internet, hard copies of progress reports will be sent home with students and reviewed with parents during progress meetings. Teachers will connect with parents not less than monthly to discuss progress, highlight achievements, and set face to face meetings if there are concerns with a student's performance. The School will collaborate with the School District of Manatee County on the possible use of additional platforms preferred or suggested by the District for communication with parents (e.g., FOCUS Parent Portal).

(d) Support Services and College and Career Planning

Many students who drop out or are at risk of dropping out of school face barriers to educational success unrelated to their school experience. Students report that family obligations, pregnancy, childcare, mental health issues, addiction, homelessness, or the need to work can distract them from their educational success. Likewise, at-risk students often lack the models and supports critical to establishing the education-career relevancy needed to foster engagement and plan for the future. For these reasons, the School will dedicate resources and expertise to post-secondary planning and comprehensive student support services for every student.

[1] College and Career Planning

Space will be allocated in the School for a College and Career Center where resources for postsecondary preparation, test preparation, scholarship application, employment search, etc. will be readily available to all students, their families, and school staff. This state-of-the art center will be multi-dimensional and multi-functional and will help prepare students for success after high school graduation. The Center will provide dedicated space and supporting resources for the following uses, including, but not limited to: post-secondary exploration; employment assistance and employability skills training; and SAT/ACT/college entrance exam preparation.

A Career Coach will provide time to students in the areas of employability skills, career and college readiness, and postsecondary options based on each student's Individual Success Plan (ISP). The Career Coach will work closely with students to teach resume writing and job skills, assist with finding employment, completing postsecondary institution and financial aid applications, and preparing students for a successful postsecondary transition. Students will explore career options and develop requisite skills for postsecondary success while they develop career and exit portfolios using career planning and preparation print resources and software.

Students will use *Kuder*, a college and career planning tool, to explore career options and develop requisite skills for postsecondary success. Students will have the opportunity to earn elective credit for courses such as Personal Social Career Development and Executive Internship, which will be taught by certified staff members. These courses will focus on postsecondary readiness skills, including researching postsecondary requirements for careers. Parents and students may access the career

software and student's electronic portfolio from any Internet connected device for three years after the student graduates from School.

Middle school students will begin to explore potential post-secondary interests using a personalized aptitude discovery assessment and platform. The YouScience aptitude and career discovery platform will provide our middle school students with personalized aptitude-based college and career guidance. Using this platform students will work alongside their career coach to understand their aptitudes as they begin to find relevance and a meaningful direction in school and beyond. The Board and school administrators will employ a strategic approach to future curriculum technology adoption to ensure that the career exploration platforms used are always the most appropriate to student needs.

Students and their families will be invited to participate in career and postsecondary planning and readiness workshops and events on topics such as, but not limited to, understanding students' career assessments and inventories, resume writing, postsecondary institution application process, high school course selection, and financial aid opportunities and application assistance.

[2] Comprehensive Wrap-Around Support Services

At-risk students often report that family obligations, pregnancy, childcare, mental health issues, addiction, homelessness, or the need to work can distract them from their educational success.[18] A key differentiator of this School will be the provision of on-site social services, crisis intervention, and behavioral health services to students as described in this section.

In accordance with Section 1011.62(16)(a)2., Florida Statutes, the School shall implement a defined Mental Health Assistance Plan to ensure efficiency and efficacy of mental health services in the School; established collaboration with community-based social service agency partners; and early detection and interventions to support student emotional health and a safe school climate.

The School's mental health plan will include an on-campus mental health/social work clinician, a comprehensive psycho-social assessment at the time of enrollment, and both on-campus and off-campus referrals to a wide array of social services targeting the individual needs of each student. The Schools' licensed clinician (Family Support Specialist- FSS) will secure Memoranda of Understandings (MOUs) with local social welfare agencies to ensure a seamless process in which students and their families will connect with and have easy access to needed supports. These partnerships will include both on-campus and referral-based services for behavioral, social and mental health needs to include but not limited to individual student counseling; crisis intervention; basic needs case management; grief counseling; family counseling and addictions and substance abuse counseling. The FSS will also be a qualified supervisor for undergraduate and graduate level social work and mental health interns from accredited universities who will provide clinical services to students on-site.

In addition to supports to students and parents, the Family Support Specialist will coordinate and deliver on-going professional development for school administration and staff on mental health topics to include but not limited to crisis intervention, ACEs (Adverse Childhood Experiences), suicide

[18] Bridgeland, J.M.; DiIulio, Jr., J.J., & Morison, K.B. (March, 2006). *The silent epidemic: Perspectives of high school dropouts*. A report by Civic Enterprises in association with Peter D. Hart Research Associates for the Bill & Melinda Gates Foundation; Bridgeland, J.M., Balfanz, R., Moore, L.A., & Friant, R.S. (2010). *Raising their voices: Engaging students, teachers, and parents to help end the high school dropout epidemic*. Civic Enterprises in association with Peter D. Hart Research Associates for the AT&T Foundation and the America's Promise Alliance; Hammond, C., Linton, D., Smink, J., & Drew, S. (2007). *Dropout risk factors and exemplary programs*. Clemson, SC: National Dropout Prevention Center, Communities In Schools, Inc; Princiotta, D. & Reyna, R. (2009). Achieving graduation for all: A governor's guide to dropout prevention and recovery. National Governors Association Center for Best Practices.

awareness and prevention, physical and sexual abuse awareness and reporting requirements, and general best practices in effectively working with at-risk youth and youth and family with histories of trauma. All staff will be trained and certified in Handle With Care, a crisis intervention and prevention behavior management system as well as the National Counsel for Behavioral Health's Youth Mental Health First Aid certification as required by statute.

3.C. Describe the research base used to design the educational program.

(1) Rationale

Our academic program is meticulously designed based on extensive research and evidence-based practices to provide comprehensive support for at-risk youth. We employ a research-driven approach that integrates the latest findings in psychology, education, and social sciences to create a nurturing environment tailored to meet the diverse needs of at-risk students. Our curriculum is informed by empirical studies and practical interventions proven to enhance academic performance, socio-emotional well-being, and overall resilience in this population.

By staying current on research and best practices, our program continuously evolves to incorporate innovative strategies and effective interventions. We emphasize a holistic approach that not only addresses academic challenges but also fosters personal growth, self-esteem, and positive relationships. Our faculty and staff are dedicated to implementing evidence-based methodologies, such as mentorship programs, counseling services, and community engagement, all based on research-backed principles.

Furthermore, our commitment extends beyond the classroom, as we actively engage with local communities and partner organizations to create a supportive network for at-risk youth. Our goal is to empower these individuals to overcome obstacles, realize their potential, and thrive academically and personally, based on the latest research findings and best practices in the field. Research suggests that this mix of academic instruction and experiential learning is beneficial.[19]

(2) Rationale for Instructional Methods

The School's instructional program and support services were developed based on the needs identified in evidence-based research on success with students who are at high risk of not graduating. The National Dropout Prevention Center[20] has identified that:

- Dropping out of school is related to a variety of factors that can be classified in four areas or domains: individual, family, school, and community factors.
- Dropouts are not a homogeneous group. Many subgroups of students can be identified based on when risk factors emerge, the combinations of risk factors experienced, and how the factors influence them.
- Students who drop out often cite factors across multiple domains.
- Dropping out of school is often the result of a long process of disengagement that may begin before a child enters school.
- Dropping out is often described as a process, not an event, with factors building and compounding over time.

[19] Eyler, J. (2009). The power of experiential education. *Liberal Education*, 95(4), p. 24-31; Woods, E.G. (1995). *Reducing the dropout rate.* School Improvement Research Series: Close Up #17.

[20] Hammond, C., Linton, D., Smink, J., & Drew, S. (2007). *Dropout risk factors and exemplary programs.* Clemson, SC: National Dropout Prevention Center, Communities In Schools, Inc.

- The School's educational approach is based on a comprehensive and systematic model of teaching and learning. A plethora of research[21] identifies elements of programs that have been effective in keeping students in school, leading them to graduation, and assisting them in planning for postsecondary success. This research points to success through targeted and coordinated efforts in three broad categories: School Environment, Academics, and Supports.

(a) School Environment

The primary support structure for a successful school campus is facilitated by all teachers, school administrators, staff, family members, and community members who recognize and respond to the behavioral, emotional, relational, and academic impact of traumatic stress on young people.[22] The tone of the building is generated through respect and care from all administrators and staff members for all students regardless of their circumstances. The following components underpin the development of quality culture and climate our School:

- ***Significant Adult Connection*** - It is important that every student have at least one adult that knows them very well. Creating this important connection will begin the first day the student comes on campus and will continue throughout the student's stay. It is expected that this important connection will assist in the retention of each student through the long term.
- ***Positive Adult Interactions*** - Throughout the School, adults and students alike will be coached to engage in language and behavior that is conducive to positive interactions and student engagement. Teachers will receive training that allows them to focus on the fundamental personal traps that lead adults into non-productive conversations with students who have extended experience with dysfunctional behavior. Teachers will model appropriate behavior while coaching students as they interact with other adults on campus. In addition, students will be expected to exhibit appropriate behavior with each other.
- ***Daily Personal Greetings*** - At the beginning of every instructional session, administrators and staff will be at the door greeting students by name. This simple, yet critical, part of the expected

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[21] Alliance for Excellent Education (2006). *Is your high school making the grade: Ten elements of a successful high school.* Alliance for Excellent Education ; Ascher, C. & Maguire, C. (2007). Beating the odds: How thirteen NYC schools bring low-performing ninth graders to timely graduation and college enrollment. Annenberg Institute for School Reform at Brown University; Balfanz, R., Fox, J.H., Bridgeland, J.M., & McNaught, M. (2009). Grad nation: A guidebook to help communities tackle the dropout crisis. America's Promise Alliance.; Bridgeland, J.M., Balfanz, R., Morelia., & Friant, R.S. (2010). *Raising their voices: Engaging students, teachers, and parents to help end the high school dropout epidemic.* Civic Enterprises in association with Peter D. Hart Research Associates for the AT&T Foundation and the America's Promise Alliance; Bridgeland, J.M., DiIulio, Jr., & J.J., Morison, K.B. (2006, March). *The silent epidemic: Perspectives of high school dropouts.* A report by Civic Enterprises in association with Peter D. Hart Research Associates for the Bill & Melinda Gates Foundation; Calkins, A., Guenther, W., Before, G., & Lash, D. (2007). *The turnaround challenge: Why America's best opportunity to dramatically improve student achievement lies in our worst-performing schools.* Boston, MA: Mass Insight Education & Research Institute; Darling-Hammond, L. & Friedlander, D. (2008). Creating excellent and equitable schools. *Educational Leadership*, *65*(8), 14-21; Dynarski, M., Clarke, L., Cobb, B., Finn, J., Rumberger, R., and Smink, J. (2008). *Dropout prevention: A practice guide* (NCEE 2008–4025). Washington, DC: National Center for Education Evaluation and Regional; Gunn, T.M., Chorney, D.W., & Poulsen, JC. (2009). High school completion: A comprehensive review of projects directed toward keeping students in school. *The Journal of At-Risk Issues*, *15*(1), 17-24; Hammond, C., Linton, D., Smink, J., & Drew, S. (2007). *Dropout risk factors and exemplary programs.* Clemson, SC: National Dropout Prevention Center, Communities In Schools, Inc.; Meeder, H. (2006, January). *Reinventing the American high school for the 21st century: Strengthening a new vision for the American high school through the experiences and resources of career and technical education.* (A Position Paper). Alexandria, VA: The Association for Career and Technical Education; Princiotta, D. & Reyna, R. (2009). Achieving graduation for all: A governor's guide to dropout prevention and recovery. National Governors Association Center for Best Practices; Quint, J. (2008). Lessons from leading models. *Educational Leadership*, *65*(8), 64-68; Seltz, J. (2008). A focus on high school reform. *Educational Leadership*, *65*(8), 96; Shore, R. & Shore, B. (2009, July). *Reducing the high school dropout rate* (KIDS COUNT Indicator Brief). Baltimore, MD: The Annie E. Casey Foundation.

[22] *Trauma-Informed Schools for Children in K-12: A System Framework*, The National Child Traumatic Stress Network, 2017, https://www.nctsn.org/sites/default/files/resources/fact-sheet/trauma_informed_schools_for_children_in_k-12_a_systems_framework.pdf.

daily service model supports a school environment in which all students feel known, recognized and appreciated. This action also allows staff to identify students who may arrive at school in need of additional personal/social support or intervention.

- *Celebrations and Recognition* - A prominent aspect of a supportive, encouraging culture is the existence of routine celebrations that are designed to support and uplift student progress . Administrators and teachers will be expected to regularly recognize student achievement through actions to include but not limited to:: 1) notifications of notable progress or achievement placed in classrooms, 2) hallway posters displaying student progress, 3) attendance acknowledgements, 4) pictures of seniors and graduation ceremonies, 5) events celebrating achievement on standardized tests, 6) recognition of students who have achieved honors in the community, 7) regular positive phone calls to parents/guardians, and 8) student achievement highlights on the school website and social media The Principal will lead and invite School staff, community, family members, and Board members to celebratory events.

(b) Academics

Not surprisingly, the majority of studies reviewed in the design of the proposed educational program recommend a clear focus on academic innovations and interventions. Successful dropout prevention programs are characterized by challenging coursework and rigorous academics, coursework that is clearly relevant to postsecondary goals, an expectation that all students will be successful, and early interventions to provide support to struggling students and close achievement gaps.[23] Each of these elements has been thoughtfully and deliberately integrated into our School model.

(c) Supports

The research on dropout prevention and recovery is clear about the need for comprehensive and coordinated support services to students. Small, safe, and flexible school environments with an emphasis on academics alone will not be as successful as the same environment and academic emphasis in a school with supports that are designed to also address the social, emotional, and psychological well-being of the students. Several support structures appear to be key in leading students to school success and graduation, including effective use of data, personal attention and a close relationship with an adult at school, a graduation and postsecondary plan, family and community involvement, skilled teachers and leaders who participate in regular and meaningful professional development, and access to specialists including a Family Support Specialist and Career Coach. Our educational program model closely and thoughtfully aligns with these recommendations for dropout prevention and recovery.

(3) Research on Instructional Delivery

Our blended learning approach integrates face-to-face classroom instruction together with computer-generated activities, forming a cohesive and highly effective instructional model supported by research.. Perhaps the strongest case for blended learning programs comes from the U.S. Department of Education's meta-analysis of forty-five (45) studies that indicated that instruction combining online,[24] Classroom time can be used to engage students in interventions to eliminate barriers as well as to provide advanced interactive experiences. The online portion of the course can provide students with multimedia-rich content throughout the course of the day. This allows for an increase in flexibility

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[23] *Benchmarking Alternative K-12 Education.* Hanover Research , 4 Jan. 2018, https://hanoverresearch.secure.force.com/customerportal/sfc/servlet.shepherd/version/download/06850000003zoLuAAI.

[24] Means, B., Toyama, Y., Murphy, R., Bakia, M., Jones, K. (2010). Evaluation of Evidence-Based Practices in Online Learning: A Meta-Analysis and Review of Online Learning Studies. U.S. Department of Education Office of Planning, Evaluation, and Policy Development Policy and Program Studies, 50, 37-54.

for scheduling intervention, social support, and post-secondary planning and career guidance for students.

Students in blended learning environments have a significantly higher motivation to learn than those in other educational models (Klein, Noe & Chongwei, 2006).[25] The School's blended learning model takes into account the instructional and social emotional needs of at-risk students. "At least two-thirds of current and recent high school students agree that attending a school focused on social and emotional learning would help improve their relationships with teachers and peers, their learning of academic material, and their preparation for college, careers, and citizenship" (Darling-Hammond, et al.,2018, p.13).[26] As a result, the School's model takes into account the whole learner. Each student will work on an individualized plan, will be provided academic and social/emotional interventions and support, and will benefit from a climate of encouragement and celebration.

In addition to meeting social and emotional needs of at-risk students, holding students' interest throughout their instructional session is also critical. Amen (2013) reports that thirty-three percent (33%) of untreated people with Attention Deficit Disorder (ADD) never finish high school.[27] These individuals need constant novelty in order to sustain interest and follow through. Digital learning can provide that novelty through interactive, original subject material; multimedia tutorials; manipulative tools that encourage hands-on interaction; and engaging exercises and self-checks.

In the blended learning environment, according to *Keeping Pace with K-12 Online Learning: An Annual Review of Policy and Practice* (2010)[28], "the teacher is critical, as blended learning requires a transformation of instruction as the teacher becomes a learning facilitator; instruction involves increased interaction between student-and-instructor, student-to-content, and student-to-student." *Keeping Pace* also notes that blended learning offers more possibilities for engagement, personalization and increased learning, stating: "Blended learning can personalize instruction to each student in a classroom, freeing the teacher to focus on working one-on-one with students in particular areas that they need additional help;" and "Quality blended learning prepares students to think critically, to build collaborative relationships, to problem solve, and to communicate in a diverse global community."

In a study of blended learning (face-to-face and online/digital), Pape[29] observed:
…with blended learning, teachers can use online tools and resources as part of their daily classroom instruction. Using many of the online tools and resources students already are using for social networking, blended teaching helps teachers find an approach that is more engaging for this generation of students. The benefits of blended learning include giving students a variety of ways to demonstrate their knowledge while appealing to diverse learning styles and fostering independent learning and self-directed learning skills in students, a critical capacity for lifelong learners. Blended learning helps students better develop their higher education and workforce skills. It extends teaching and learning beyond the classroom walls, developing critical thinking, problem solving, communication, collaboration and global awareness.

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[25] Klein, H. J., Noe, R. A., and Chongwei, W. (2006). Motivation to learn and course outcomes: The impact of delivery mode, learning goal orientation, and perceived barriers and enablers. Personnel Psychology, 59(3), 665-702.
[26] Darling-Hammond, et al. *From a Nation At-Risk to a Nation at Hope.* National Commission on Social, Emotional, & Academic Development, 2018, http://nationathope.org/wp-content/uploads/2018_aspen_final-report_full_webversion.pdf.
[27] Amen, D.G. (2013). Healing ADD. New York, NY: Berkley Books.
[28] Watson, J., Murin, A., et al. (2010). *Keeping pace with K-12 online learning: An annual review of policy and practice.* Retrieved from http://www.kpk12.com/wp-content/uploads/KeepingPaceK12_2010.pdf.
[29] Pape, L. (2010). Blended teaching and learning. Education Digest: Essential Readings Condensed for Quick Review, 76(2), p22-27.

According to Cakir, Delialioglu, Dennis, & Duffy,[30] the student achievement gap between urban and suburban districts is a major issue in U.S. schools. Technology-enhanced learning environments that support teaching and learning processes with advanced technology may close this achievement gap. Their research studied the impact of student and school factors with an emphasis on schools' geographic location on student achievement in a technology enhanced learning environment. The instructional model investigated by Cakir et al. combined face-to-face learning with online/digital curriculum and instructional materials that were distributed over the Internet so that all teachers and students received the same instructional materials and content tests. 4,670 students from 386 high schools participated in this study. Considering together with gender, ability and motivation factors, results showed that students located in different districts achieved equally well. Their results concluded that the combination of technology-enhanced classroom learning and face-to-face instruction helped students be successful, which gives promising results to remedy student achievement gaps between urban and suburban districts and their respective student populations.

As noted by Larson, Kuhn, Collins, Balthazor, Ribble, & Miller,[31] high school students spend much of their educational journeys immersed in 'old' literacies with paper, pencil, and print books. But outside of the classroom, they are exposed to information and communication technologies--such as blogs, wikis, Internet browsers, multimedia, social networking sites, and a wide range of software-each of which demands new literacies. This disconnect is a serious problem for schools because it reflects a decline in school's relevancy to students' futures, and the gap between how schools teach and how students learn will only grow over time.

A study conducted by Korkmaz & Karakus[32] investigated the impact of a blended learning model on students' attitudes towards a Geography course and their critical thinking dispositions and skills. An experimental pattern with pretest-posttest control group was used in the study. The study group consisted of fifty-seven (57) high school students (28 in the experiment group and 29 in the control group). The experimental group was subject to hybrid learning through the Geography web page, while the traditional learning model was used for the control group. The results indicated that the blended learning model contributed more to student attitudes toward the geography course when compared to the traditional learning model.

As noted by the National Council of Teachers of Math (NCTM)[33]: Technology is an essential tool for learning mathematics in the 21st century, and all schools must ensure that all their students have access to technology. Effective teachers maximize the potential of technology to develop students' understanding, stimulate their interest, and increase their proficiency in mathematics. When technology is used strategically, it can provide access to quality mathematics instruction for all students.

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[30] Cakir, H., Delialioglu, O., Dennis, A., & Duffy, T. (2009). Technology enhanced learning environments for closing the gap in student achievement between regions: Does it work? AACE Journal, v17 n4 p301-315.

[31] Larson, L., Kuhn, C., Collins, R.A., Balthazor, G., Ribble, M., & Miller, T.N. (2009). Technology instruction: Fixing the Disconnect. Principal Leadership, v10 n4 p54-58.

[32] Korkmaz, O. & Karakus, U. (2009). The impact of blended learning model on student attitudes towards geography course and their critical thinking dispositions and levels. *Turkish Online Journal of Educational Technology - TOJET*, 8(4) p51-63.

[33] National Council of Teachers of Mathematics. (2008). The role of technology in the teaching and learning of mathematics: A position of the National Council of Teachers of Mathematics. Available online at: http://www.nctm.org/uploadedFiles/About_NCTM/Position_Statements/Technology%20final.pdf

Barrow & Rouse[34] examined whether a computer-based curriculum in mathematics was more effective than traditional classroom instruction at teaching pre-algebra and algebra concepts to middle- and high-school students. The study included about 1,600 students in fifteen (15) high schools and two middle schools in three large urban school districts. Math classrooms in each school were randomly assigned to use either the computer-based curriculum or a traditional math curriculum. The study assessed the program's effectiveness by comparing the test scores of the two instruction groups at the end of the school year. At the end of the school year, students in classrooms using the computer-based curriculum scored higher on the assessment of pre-algebra and algebra skills than students in traditional math classrooms. The estimated effect size was 0.17, equivalent to moving a student from the 50th to 57th percentile.

In summary, research has indicated that blended learning offers a compelling alternative to traditional instructional methods. Seamlessly integrating face-to-face instruction with online curriculum and activities provides numerous benefits for both students and teachers. The increased engagement, personalization, and flexibility of blended learning empowers students to become self-directed learners, while also preparing them to thrive in the 21st-century workforce. Moreover, blended learning offers a promising solution to narrowing the achievement gap for at-risk learners, ensuring that all students have access to high-quality educational opportunities.

3.D. Provide a sample daily schedule and school annual calendar, including the annual number of days and hours of instructional time as Attachment B.

A sample daily schedule and annual school calendar, as well as a description of a typical day are included as Attachment B.

3.E. Explain how the services the school will provide to the target population support attainment of the state-adopted standards, as required by section 1002.33, F.S.

The School's educational programs and curricula are built upon rigorous and relevant standards that will help improve student achievement and attainment of the NGSSS and B.E.S.T. standards. The School's instructional staff will utilize assessment data and results to drive instructional decisions, integrate strategic interventions to address gaps in student performance, and improve student outcomes.

The School will offer multiple levels of core curriculum including foundational courses, core courses integrated with reading development, core content courses, honors courses, CTE courses, and advanced placement courses. Course offerings (a complete list is included here) will depend upon student needs. Our goal is to graduate students who are prepared to enter the workforce or military, or to enroll in freshman-level college courses and succeed without requiring remediation.

Research demonstrates that high-need, high-risk students often need a variety of instructional approaches to meet their needs, motivate them, support their learning, and ensure both short and

[34] Barrow, L., Markman, L., & Rouse, C. (2008). Technology's edge: The educational benefits of computer-aided instruction, NBER Working Paper No. 14240. National Bureau of Economic Research.

long-term success.[35] Our charter school model will enhance the academic outcomes for students and support the attainment of state-adopted standards in the following ways:

1. Build Foundational Skills in Reading and Math

- Initial assessment of reading and math skills upon enrollment, and assignment of courses and interventions based on current functional levels
- Development of an Individual Success Plan (ISP)
- The Multi-tiered System of Support (MTSS) Team review and analysis of student information/data after New Student Orientation to determine Tier placement, allowing teachers to design individualized instruction for students
- Technology-based curriculum selected and assigned to address specific learning skill gaps in reading and math
- Targeted face-to-face instruction in reading and math intervention programs if reading or math is below grade-appropriate levels
- Instruction on study strategies, note-taking, and organizational skills beginning in new student Orientation

2. Rigorous and Relevant Curriculum and Instruction

- Mastery-based curriculum aligned to state assessments and designed to meet graduation requirements
- Instruction informed by student entry capacity to prepare students for graduation and postsecondary pathway
- Teacher-directed differentiated instruction – highly qualified, certified teachers leading instruction in every classroom at a ratio of no greater than one (1) teacher for every twenty-five (25) students in high school, and one (1) teacher for every twenty-two (22) students in middle school.
- Blended learning that includes both online as well as one-on-one, small group. large group, and pull-out instruction
- Curriculum and instruction differentiated to meet each student's academic needs
- Software instruction that includes audio support for all lessons, written transcript for all video and audio portions of lessons, interactive graphics, and hyperlinks to definitions of key terms and additional review activities
- Software available with significant language translation supports (e.g., text and audio)
- Software activities and teacher lessons address multiple modalities and levels of cognition
- Data-driven focus on continuous program improvement and student achievement

3. Increasing Student Engagement Through Communication and Celebration of Success

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[35] Alliance for Excellent Education (2006). *Is your high school making the grade: Ten elements of a successful high school.* Alliance for Excellent Education ; Ascher, C. & Maguire, C. (2007). Beating the odds: How thirteen NYC schools bring low-performing ninth graders to timely graduation and college enrollment. Annenberg Institute for School Reform at Brown University; Ascher, C. & Maguire, C. (2007). Beating the odds: How thirteen NYC schools bring low-performing ninth graders to timely graduation and college enrollment. Annenberg Institute for School Reform at Brown University; Balfanz, R., Fox, J.H., Bridgeland, J.M., & McNaught, M. (2009). Grad nation: A guidebook to help communities tackle the dropout crisis. America's Promise Alliance.; Bridgeland, J.M., Balfanz, R., Moore,L.A., & Friant, R.S. (2010). *Raising their voices: Engaging students, teachers, and parents to help end the high school dropout epidemic.* Civic Enterprises in association with Peter D. Hart Research Associates for the AT&T Foundation and the America's Promise Alliance; Darling-Hammond, L. & Friedlander, D. (2008). Creating excellent and equitable schools. *Educational Leadership*, *65*(8), 14-21; Dynarski, M., Clarke, L., Cobb, B., Finn, J., Rumberger, R., and Smink, J. (2008). *Dropout prevention: A practice guide* (NCEE 2008–4025). Washington, DC: National Center for Education Evaluation and Regional.; Meeder, H. (2006, January). *Reinventing the American high school for the 21st century: Strengthening a new vision for the American high school through the experiences and resources of career and technical education.* (A Position Paper). Alexandria, VA: The Association for Career and Technical Education; Princiotta, D. & Reyna, R. (2009). Achieving graduation for all: A governor's guide to dropout prevention and recovery. National Governors Association Center for Best Practices.

- Climate and culture of respect and high expectations
- Recognitions and celebrations to include incentives for attendance and academic progress
- Attendance calls made to applicable student / parents / guardians daily
- Positive contact monthly for every student

4. Accelerate the Successful Completion of Courses and Earning of Credits

- New Student Orientation that sets expectations for success, emphasizes rules and procedures, and introduces student to the curriculum
- Two sessions per day to accommodate students who are working, have family responsibilities, or need scheduling flexibility
- Individual-pacing by the student
- Technology-enhanced classrooms using the best available instructional software and computer technology that are a proven solution for at-risk students and allow for the individualization of instruction
- MTSS, a multi-tiered approach to improving behaviors and accelerating academic progress
- Continuous progress monitoring by MTSS Team to include data review and short cycle assessments
- Students and parents/guardians able to track student progress, attendance, goals, and assessment scores via MY SUCCESS® Student and Parent Dashboard
- Equipment and materials provided to each student, e.g., computer, paper, notebooks, and graphing/scientific/four function calculators

5. Provide a Foundation for Students to Become Successful Members of Their Communities

- Staffing includes a Family Support Specialist and Career Coach
- Employability Skills Training
- Individual Success Plan that includes a Postsecondary Transition Plan, College and Career Center for postsecondary planning and preparation
- Support by social services, crisis intervention, and behavioral health professionals located in the School to help students to remove barriers that prevent them from attending and/or being successful in school
- School events such as cultural field trips, college visits, financial aid nights, health fairs, job club, college and career fairs to increase relevance and exposure

4. CURRICULUM AND INSTRUCTIONAL DESIGN

4.A. DESCRIBE THE SCHOOL'S CURRICULUM IN THE CORE ACADEMIC AREAS, ILLUSTRATING HOW IT WILL PREPARE STUDENTS TO ACHIEVE FLORIDA STANDARDS. DESCRIBE THE PRIMARY INSTRUCTIONAL STRATEGIES THAT THE SCHOOL WILL EXPECT TEACHERS TO USE AND WHY THEY ARE APPROPRIATE FOR THE ANTICIPATED STUDENT POPULATION. DESCRIBE THE METHODS AND SYSTEMS TEACHERS WILL HAVE FOR PROVIDING DIFFERENTIATED INSTRUCTION TO MEET THE NEEDS OF ALL STUDENTS, INCLUDING HOW STUDENTS WHO ENTER THE SCHOOL BELOW GRADE LEVEL WILL BE ENGAGED IN AND BENEFIT FROM THE CURRICULUM AND THE FORMALIZED MULTI-TIERED LEVEL OF SUPPORTS THAT WILL BE PROVIDED TO STUDENTS WHO ARE PERFORMING BELOW GRADE LEVEL. IN PARTICULAR, DESCRIBE THE MATHEMATICS CURRICULUM AND DIFFERENTIATED STRATEGIES THAT WILL BE USED FOR STUDENTS PERFORMING AT GRADE LEVEL OR

HIGHER AND A SEPARATE MATHEMATICS CURRICULUM AND STRATEGIES FOR STUDENTS WHO ARE PERFORMING BELOW GRADE LEVEL.

The School will implement a blended instructional model that includes a standards-aligned curriculum for both computer based and direct instruction. The instructional software used by the School delivers a broad curriculum (from foundational skills to Advanced Placement courses) to meet diverse learning needs and support teachers in creating rich, in-depth differentiated learning experiences for their students. The technology provides students and teachers with the tools, resources, and curriculum to be successful learners and increase student achievement. The curriculum is based on a three-component model of personalization, performance data, and intervention support. Research has consistently shown this three-pronged strategy will significantly increase student achievement levels when implemented in a web-based learning environment (Chou & Wang, 2000; Federico, 2000; Rasmussen & Davidson-Shivers, 1998).[36] Each course provides a complete scope and sequence with original instructional content that not only guides students in mastering critical skills and developing an understanding of key concepts but also encourages them to extend their learning beyond required content.

The School's curriculum resources are described in detail below.

(1) Edmentum Learning (Edmentum includes a portfolio of products which includes Apex Learning**)** (accredited by the Commission on Schools of the Northwest Association of Accredited Schools, an accreditation division of AdvancED) provides comprehensive online instructional content and assessments that help teachers individualize instruction, ensuring each student has the opportunity to achieve to his or her potential. Edmentum digital curriculum has been developed from the established body of learning research and best practices in teaching. Evidence-based work from leading learning theorists is used to develop curriculum that incorporates basic and higher levels of learning, builds critical thinking skills, deepens understanding, and engages and motivates students to succeed. The research base that serves as the foundation for course development is documented in *Research Put into Practice: Apex Learning Curriculum and Pedagogy* and *Learning Design and Research Base for Edmentum Courseware*.

Edmentum courses in math and English Language Arts are aligned to the Florida Standards (and will be aligned to B.E.S.T. standards prior to the school opening in 2023) and incorporate rigorous instruction, active learning experiences, and meaningful assessment. Sample correlation reports are available online. [To access the Edmentum Correlations Engine, please visit: https://edmentum.clickhelp.co/articles/#!courseware-instructor-resources/florida-ccrs. Login with Account: ALSE; Username: DemoUser; Password: 1234.]

Each Edmentum online course provides a complete scope and sequence based on state and national standards. Courses are organized into semesters, units, lessons, and activities. A typical semester

[36] Chou, H. & Wang, T. (2000). The influence of learning style and training method on self-efficacy and learning performance in WWW homepage design training. International Journal of Information Management, 20, 455-472; Federico, P. (2000). Learning Styles and student attitudes toward various aspects of network-based instruction. Computers in Human Behavior, 16, 359-379; Rasmussen, K. & Davidson-Shivers, G. (1998). Hypermedia and learning styles: Can performance be influenced? Journal of Education, Multimedia and Hypermedia, 7, 291-308; Wang, K., Wang, T., Wang, W., & Huang S. (2006). Learning styles and formative assessment strategy: Enhancing student achievement in Web-based learning. Journal of Computer Assisted Learning, 22(3), 207-217.

includes 5-6 units, each with 5-6 lessons. A typical lesson comprises a number of activities including studies, practices, readings, journals, labs, discussions, projects, web explorations, reviews, and both computer- and teacher-scored assessments, including unit diagnostics. Each semester has an average of 750 pages, 1,000 images, 250 multimedia tutorials, 250 interactive exercises, 50 computer-graded assessments, and 85 vetted web links.

Edmentum helps teachers create active learning experiences that keep students engaged. Study plans help teachers guide students to relevant instructional content that engages them in active learning experiences to master skills and develop conceptual understanding. Students progress through course content by interacting with each concept as they are prompted to observe, inquire, create, connect, and confirm. Interactive, original subject material is presented in a step-by-step fashion designed specifically to appeal to students. Multimedia tutorials provide opportunities to explore and discover new material. Multiple representations help teachers reach each student. Manipulative tools encourage hands-on interaction to master concepts. Interactive exercises and self-checks give frequent opportunities to confirm understanding and apply new concepts. Instructive feedback is immediately provided as students apply their understanding, creating a continuous interplay with the subject matter that keeps students attentive and motivated. Through ongoing interaction with course content, students are able to take responsibility for, and ownership of, their individual learning experience. As students experience success, their confidence builds, and achievement increases.

One of the features of Edmentum software is that it is designed to allow teachers to differentiate instruction for students based on individual needs. Edmentum gives teachers the flexibility to determine how to most effectively use these online curriculum resources to enhance classroom instruction.

The following additional supports for struggling students are built into all Edmentum courses:

Embedded Scaffolding	**Enhanced Support**	**Interactive Tools**
Small instructional segments	In Course highlighter	Close reading activities
Formative assessments and corrections	Text translation in 20 languages	Writing Generator
Multimedia presentations	Transcripts	Graphing tool/Data plotting tool
Graphic organizers	Closed captioning	Simulations
Reading Summaries	Support cards	Polls
Contextual rollovers	Study Guides	Manipulatives
In course glossaries	Slide narration	4 Function and scientific calculators
Online dictionary	Click to speak	Virtual labs

Assessment opportunities – including formative, summative, and diagnostic assessments – are integrated throughout Edmentum's digital curriculum and address each learning objective. Formative and diagnostic assessments provide opportunities to pinpoint student strengths and weaknesses and gauge student progress on an ongoing basis. Summative assessments require students to demonstrate content mastery at the end of each semester. Detailed reports provide teachers with performance information for an entire class and individual students (See Gradebook samples in Attachment FF).

(a) Course Options

The School will offer the curriculum required for: promotion to high school; earning a high school diploma; and meeting the Florida Next Generation Sunshine State Standards (NGSSS) as defined by s. 1003.41, F.S., including B.E.S.T. standards. A complete list of course offerings is included at https://s3.amazonaws.com/finishschool.com/CourseOfferings.pdf. Through utilization of the Edmentum curriculum, the School will be able to offer courses aligned to individual student needs and delivered through a secure network. These include Foundations Courses, Core Courses, Honors Courses, and Advanced Placement Courses. While the typical student from the School's target population is unlikely to elect participation in Honors or Advanced Placement Courses, the School will be prepared to serve the academic needs of any student who wishes to enroll and/or whose Individual Success Plan includes these higher rigor courses and shall encourage these course enrollments for students with interest and demonstrated aptitude.

[1] Foundations Courses. Designed to provide a bridge to high school, Edmentum Foundations Courses target middle and high school students unprepared to successfully complete grade-level work. Foundations Courses feature structured remediation designed to facilitate student progress through grades 3-8 skills. Courses develop math and English-language arts skills and strategies while raising academic performance up to high school levels. Each semester course offers approximately 70-90 hours of interactive instruction, guided practice, and integrated formative, summative, and diagnostic assessment. Students working on foundations courses will also receive supplementary instruction to ensure alignment to the Florida Standards.

[2] Core Courses. Focused on building essential skills and content knowledge, Edmentum Core Courses are designed to support success for both struggling and mainstream middle and high school students. Rich graphics, engaging multimedia, hands-on interactivity, video, and audio tracks provide support for those reading below grade level and address different learning styles for all students. Robust scaffolding in the form of annotated readings, study sheets, and graphic organizers assists all learners in making consistent progress through coursework. Each semester course offers 70-90 hours of interactive direct instruction, guided practice, and integrated formative, summative, and diagnostic assessment.

[3] Honors (College Prep) Courses. Edmentum Honors Courses are designed to meet the needs of highly motivated students who want to build advanced skills and content knowledge in preparation for undergraduate study. Placement in Honors (and Advanced Placement) classes will be determined by Assistant Principal's review of students' academic history upon enrollment, the student's goals, recommendations of teachers or other staff who identify students with potential for more advanced coursework, and teachers' and Assistant Principal's progress monitoring meetings with the student.

[4] Advanced Placement (AP) Courses. Authorized by the College Board AP Course Audit, Edmentum online Advanced Placement Courses are designed to meet the higher education expectations of a college-level course and prepare students to demonstrate college-level achievement through success on the AP exams. Courses target highly-motivated students who are reading at grade level or above and who have a track record of success in high school coursework. Each semester course offers approximately 120 hours of direct instruction and integrated formative, summative, and diagnostic assessment.

[5] Exam Preparation Courses. Even the most accomplished students can benefit from targeted preparation before high stakes exams. To ensure students are adequately prepared, the school will offer SAT, ACT, and Advanced Placement (AP) Exam Review. Additionally, the school will provide interventions to help prepare students for meeting state assessment standards. Interventions will be aligned to the state's test blueprint, including the state required assessments.

(2) Reading and Math Curricula

Given the School's target population, it is likely that many of the School's students will struggle with English language literacy in some way. Some may be English Language Learners, some may have reading difficulties, and others may have a limited vocabulary. In order to effectively address the challenging needs of these students, the School has a detailed plan for reading instruction as described below in Section 4.B. – The School's Reading Curriculum.

Reading Plus®, the School's selected primary reading curriculum, is an online reading intervention program aligned to the Florida Standards that uses adaptive technology to provide individualized, scaffolded silent reading practice for adolescent students. *Reading Plus*® was chosen because of its ability to differentiate instruction and pinpoint student needs. It is described in detail in Section 4.B.

It is also expected that a majority of the School's students will struggle in math. In order to help students meet state assessment and graduation requirements, supplementary online mathematics such as IXL Math programs will be used to serve as an intervention to improve student mathematics performance. The school will offer mathematics support using a variety of standards-based materials through direct instruction. These materials may include but are not limited to classroom hands-on math manipulatives, Khan Academy and Algebra Nation.

In addition to direct instruction in mathematics, students struggling to pass the Algebra 1 EOC exam will have the opportunity to engage in math intervention software at school or at home (example- Imagine Math). This level of mathematics assistance provides students with unprecedented support which in turn drives strong student growth and achievement results.

Using the parent portal, the school will communicate with parents about their child's progress in mathematics and the supports that are available. Students will need to meet all academic state requirements for reading and math including End-of-Course (EOC) assessments. Students enrolled in Algebra I will be required to pass the EOC assessment, which will constitute thirty percent (30%) of the student's final course grade.

In the interest of ensuring an effective match between student learning needs and styles, and available curriculum and software, the School will continuously review the curricula used and the research and development of new software options that may become available. The Board and school administrators will remain open to replacing these planned curricula or selecting new ones if more effective options become available in the future.

(3) Middle School Curriculum

For over-age middle school students, the School will be using a Middle School Course Catalog which includes offerings in the following areas:

- English Language Arts
- Mathematics
- Science

- Social Studies
- Reading[37]
- Art
- Music
- Physical Education[38]
- Comprehensive Health[39]
- Personal/Social[40]

The School will hold parent meetings to inform parents about course offerings and middle school promotion requirements. Each student will also have an Individual Success Plan that will outline courses taken, courses needed and progress toward completing middle school requirements for promotion into high school.

(4) Personal, Social, and Career Development Curriculum

In addition to the core academic content, the School will deliver an expansive personal, social, and career development curriculum designed to help students refine social skills, develop financial literacy, evaluate aptitudes and interests, and plan for postsecondary success. A blended instructional approach will include engagement in on-line curriculum as well as direct instruction lessons by teachers to include interactive discussions and activities involving collaborative problem solving, respectful listening, effective communication, cooperative learning, and responsible decision making.

The personal, social and career development curriculum resources may include, but are not limited to:

Mind Sage: The focus of *MindSage* is to prepare students for the workplace and life. The subjects covered include the top 20 most important or vital skills/qualities that employers and hiring managers look for in employees.

Kuder: *Kuder* is a comprehensive education and career planning system that helps students succeed in the increasingly competitive global economy. Students will learn about themselves, discover the many options and opportunities for their future, and gain access to the information and tools to achieve their goals. It will assist students in clarifying their interests, values and skills, leading to an exploration of possible post-secondary options or career pathways.

March 2 Success®: *March 2 Success®* is a free online test preparation tool developed by the United States Army that helps students prepare for state assessments and college/career and military placement exams like SAT, ACT and ASVAB.

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[37] Reading instruction is required for all middle school students in grades 6-8.

[38] Students are eligible to waive the physical education requirement if they meet any of the following criteria:

1. The student is enrolled in an intensive instruction course.
2. The student's parent indicates in writing to the school that:
    a. The parent requests that the student enroll in another course from among those courses offered as options by the school district; or
    b. The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement.

[39] The School recognizes the importance of comprehensive health education and requires its implementation in the regular curriculum.

[40] All students will participate in daily Personal/Social lessons which are designed to improve the social, emotional, and academic skills of students and strengthen relationships between students and teachers as well as among students. The curriculum also includes lessons on personal financial management and career readiness.

Federal Deposit Insurance Corporation (FDIC) Money Smart: FDIC Money Smart is a comprehensive financial education curriculum designed to help low- and moderate-income individuals enhance their financial skills. Research shows that the curriculum can positively influence how students manage their finances in the short and long-term.

(5) Career and Technical Education (CTE) and Dual Enrollment

In accordance with s. 1003.4282, F.S. Career and Technical Education Graduation Pathway Option the school plans to provide opportunities for postsecondary readiness and industry certifications for its students by providing engaging career and technical education courses aligned with the FLDOE CTE framework. A study by Hanover Research (2019) links high school career academies with a variety of highly desirable outcomes, including truancy and dropout prevention, increases in credits earned, enhanced student achievement, and improvements in local labor markets. CTE courses have also been shown to motivate students who are otherwise unengaged in the education process, helping them to garner and hone skills in reading, writing, and mathematics, as well as develop their ability to apply critical thinking in real-world situations. Offering a CTE program as part of the school's curriculum is the first step in reducing dropout rates and spurring academic progress.

To promote student success, the instructional model will focus on each student's individual needs using a blended learning approach that combines direct, face-to-face, small and large group, individual, and technology-enhanced instruction. The school's CTE program is designed to be engaging and inspirational, and to provide students with ample opportunity for hands-on learning. It will also equip students with career-specific skills and opens pathways to employment as well as post-secondary education and training. The school's unique CTE courseware utilizes cutting-edge virtual reality (VR) and real-world simulations which, by their very nature, connect with and help motivate students on a personal level. These courses and the interactive technologies they feature also make it possible for students to earn industry credentials prior to graduation. Industry credentials provide significant value to job placement and professional advancement beyond high school for many post-secondary pathways. The CTE program educates students in trade-specific theory, equips them with valuable certifications, and through partnerships with leading organizations like HBI and YouthBuild, provides job placement and relevant work experience.

CTE Curriculum and Instruction

The school's CTE program will emphasize a blended format featuring online learning, certification preparation, and relevant work experience. The CTE courseware offerings make it possible for students to fulfill state requirements for a high school diploma while also earning certifications, licensing, and apprenticeship opportunities. Students engaging in these courses will graduate prepared to enter the workforce or continue on with post-secondary education or training.

Using the school's CTE courseware, students also have access to certified industry experts who provide blended instruction and comprehensive support virtually while on-site Advisory Teachers serve as physical proctors and supports within the classroom All of the competency-based course lessons are delivered using engaging videos and interactive simulations created with VR technology. Realistic images, sounds, and even physical sensations are generated in a virtual environment, allowing learners to participate in performance-based tasks as if they are on the work-site. The simulations offer practice runs at techniques, skills, and concepts aligned to industry performance certification exams. Students access and engage in these courses using a standard laptop, computer, or VR headset. In addition, industry-certified partners come to the school periodically to deliver specialized workshops and face-to-face instruction.

Finally, the school will build partnerships with certification agencies, trades organizations, career placement centers, and employers to provide our students with industry-specific training and job placement. This approach is consistent with and furthers the mission of helping at-risk students graduate from high school duly prepared for post-secondary success.

Key Performance Indicators

The school will establish several key performance indicators as a means for evaluating both student progress and the success of the CTE program. These include:

- **Pacing**: Assuring students are staying on task in their courses
- **Progress**: Reviewing student completion of work as compared to the total number of assignments and requirements in a course
- **Performance**: Evaluating student mastery of content through course grading
- **Certifications**: Qualifying students with industry-based certifications
- **Placement**: Positioning students and graduates in apprenticeships, internships, career mentoring, and full-time employment

Expected Program Outcomes

The CTE program is an effective dropout prevention strategy that can lead to a variety of positive student and school outcomes, such as increases in attendance, credits earned, and graduation rates. Most of all, this program will help motivate our students to graduate with a career or college pathway and better prepare them for post-secondary success.

Students who take advantage of these CTE opportunities can graduate with high school diplomas, industry credentials, and college credits. Students may choose to participate in career dual enrollment for courses that will lead to an industry certification. The school will collaborate with local colleges and universities to establish MOUs for dual enrollment opportunities for eligible and interested students for both industry certification opportunities and/or degree seeking opportunities.

One of the national credentialing agencies the school plans to use is National Occupational Competency Testing Institute (NOCTI). NOCTI's Job Ready assessments have been designed and developed for assessing entry-level knowledge and performance. The NOCTI assessments are based on industry standards, are valid and reliable, and are intended to assist in making informed decisions to support high-quality educational programs. Students who meet the benchmark on the NOCTI assessments will be eligible for industry certification and college credit.

As part of providing students with a pathway to industry certification, the school will prepare students for the associated certification exams using Certify-ED competency-based courses.[41] The Certify-ED courses provide students with a curriculum that includes practice assessments and performance-based tasks aligned to the FLDOE CTE framework. Engaging lessons, assessments, and performance-based tasks prepare students for a variety of certifications including: the FAA Remote Pilot's Certificate, ServSafe certifications, Home Builders Institute (HBI) PACT Core certification, as well as a variety of certifications which may be earned through passing NOCTI exams (i.e. Medical Assistant, Nursing Assistant, Welding, Culinary Arts, Criminal Justice, and Carpentry, etc.). The high-quality online curriculum is designed by industry experts using cutting

[41] https://www.w3award.com/winners/gallery/?award=4&event=1031&id=221445

edge technology to assess knowledge and skills using FLDOE CTE Frameworks and work-based industry standards. The Board and school administrators will continually assess CTE curriculum choices for students to ensure these planned options are the best options for our students.

4.B. IF THE CURRICULUM IS FULLY DEVELOPED, SUMMARIZE CURRICULAR CHOICES (E.G. TEXTBOOKS) BY CORE SUBJECT AND THE RATIONALE FOR EACH. INCLUDE AS ATTACHMENT C, A SAMPLE COURSE SCOPE AND SEQUENCE FOR EACH CORE SUBJECT FOR EACH DIVISION (ELEMENTARY, MIDDLE, AND HIGH SCHOOL) THE SCHOOL WOULD SERVE.

Edmentum offers fully developed curriculum offerings, including a wide variety of courses that will be delivered through a secure network using the blended learning flex model of instruction. A sample course listing and sample scope and sequences are included in Attachment C.

- **PROVIDE EVIDENCE THAT READING IS A PRIMARY FOCUS OF THE SCHOOL AND THAT THERE IS A RESEARCH-BASED CURRICULUM AND SET OF STRATEGIES FOR STUDENTS WHO ARE READING AT GRADE LEVEL OR HIGHER AND, INDEPENDENTLY, A CURRICULUM AND STRATEGY FOR STUDENTS READING BELOW GRADE LEVEL. READING INSTRUCTIONAL STRATEGIES FOR FOUNDATIONAL SKILLS SHALL INCLUDE PHONICS INSTRUCTION FOR DECODING AND ENCODING AS THE PRIMARY INSTRUCTIONAL STRATEGY FOR WORD READING. INSTRUCTIONAL STRATEGIES MAY NOT EMPLOY THE THREE-CUEING SYSTEM MODEL OF READING OR VISUAL MEMORY AS A BASIS FOR TEACHING WORD READING. INCLUDE THE SCHOOL'S READING CURRICULUM AS ATTACHMENT D.**

In accordance with Rule 6A-6.053, F.A.C., the School's Comprehensive Evidence-Based Reading Plan ensures that:

- School leadership is guiding and supporting reading;
- The analysis of data drives all decision-making;
- Intensive reading interventions will be delivered by a teacher who is certified or endorsed in reading;
- Measurable student achievement goals are established and clearly described; and
- Evidence-based instructional materials comply with section 1011.67(2), F.S.; and Supplemental instructional materials comply with section 1001.215(8), F.S.

The school's reading instruction will align with Florida's Revised Formula for Success, 6 + 4 + T1 +T2 + T3, which includes the following:

- **Six components of reading:** oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension;
- **Four types of classroom assessments:** screening, progress monitoring/formative assessment, diagnosis, and summative assessment;
- **Core instruction (Tier 1):** is standards-aligned; includes accommodations for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners; provides print-rich explicit and systematic, scaffolded, and differentiated instruction; builds background and content knowledge; incorporates writing in response to reading; and incorporates the principles of Universal Design for Learning as defined in 34 C.F.R. 200.2(b)(2)(ii);

- **Immediate intervention (Tier 2):** is standards-aligned; includes accommodations for students with a disability, students with an IEP, and students who are English language learners; provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted skill(s) and receive feedback; and occurs in addition to core instruction; and
- **Immediate intensive intervention (Tier 3):** is provided to students identified as having a substantial deficiency in reading; is standards-aligned; includes accommodations for students with a disability, students with an IEP, and students who are English language learners; provides explicit, systematic, individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback, and frequent progress monitoring; and occurs in addition to core instruction and Tier 2 interventions. In accordance with Section 1008.25(4)(c), F.S., students identified with a substantial reading deficiency must be covered by a federally required student plan, such as an IEP or an individualized progress monitoring plan and receive intensive interventions from teachers who are certified or endorsed in reading.

The School's educational program will utilize reading curriculum that is appropriate for students at all levels from enrichment to remediation. All students will be enrolled in a reading course and participate in a daily reading block where they receive direct instruction from a certified reading teacher along with practice and application through a digital curriculum. The School will focus on mastery of the B.E.S.T. Standards and adhere to the specifications set forth by, and take full advantage of, the myriad of resources available through the Just Read, Florida! initiative.

Upon entering the School, students will take an adaptive reading assessment to determine their current reading comprehension levels. The *Reading Plus*® curriculum then delivers programming based on the skills and individual performance of each student providing scaffolds and increased instruction when students struggle and increasing levels of instruction and rigor as students progress. The program advances through to college and career level reading. After successful completion of the *Reading Plus*® diagnostic assessment, students will be enrolled in an Intensive Reading course.

During New Student Orientation, students will receive explicit instruction on a set of content area reading strategies that are best suited for a technology-enhanced learning environment. These specific strategies will include, but are not limited to, the following: SQ4R (survey, question, read, record, recite, review), Two Column Notes, and 1-2-3 Power Notes or Cornell Note Taking. Students will be required to use these strategies and keep an organized notebook for all coursework. Teachers will receive professional development on content area reading strategies and provide guidance and monitoring of the use of these strategies.

The School will employ no less than one full-time reading teacher who is certified in reading or is a certified teacher with a reading endorsement. The reading teacher(s) will play a lead role in ensuring effective delivery of the *Reading Plus*® program, implementation of direct instruction push-in and pull-out interventions, and oversite of reading instruction across content areas.

The School's curriculum options will address a comprehensive array of reading skills at different levels. By combining various research-based curriculum options, the School will provide the building blocks for systematic and explicit teaching of reading skill and strategies, while offering courses that target a

wide array of skill levels necessary to accommodate all students. School administrators and staff will ensure that students are receiving the appropriate reading intervention, and that the reading curriculum is implemented with fidelity.

(1) Students Reading Below Grade Level

Reading instruction for students reading below grade level, including the special needs and English Language Learner (ELL) populations, will begin with a careful review of each student's data and a plan to meet each student's individual needs.

In alignment with the School's mission, students who score at Level 1 or Level 2 on the Florida Assessment of Student Thinking (FAST) ELA, or FSA and who have intervention needs in the areas of decoding and/or text reading efficiency will have designated time for reading intervention and are assigned an Intensive Reading course. Reading interventions will include explicit instruction, differentiated instruction, independent reading practice, a focus on informational text, and opportunities for accelerated achievement. Students scoring at Level 1 and 2 on the FAST ELA, or FSA will be progress monitored a minimum of three (3) times per year, which will include a baseline, midyear, and an end of the year assessment.

In addition to independent work in *Reading Plus*®, reading instruction for students performing below expected grade level will include teacher-directed interventions using evidenced-based resources including but not limited to programs like *Phonics for Reading*, *Wilson Reading,* and off-line materials within *Reading Plus*®. Additionally, reading teachers will participate in regular professional development and professional learning community (PLC) experiences to enhance their ability to teach reading most effectively for low performing students and to provide feedback for review and selection of current and future literacy curriculum.

Reading Plus® will be implemented as an intervention for all Tier I and II students to accelerate reading growth and prepare students for college boards and college level text. *Reading Plus*® is an online reading intervention system that uses adaptive technology to provide individualized, scaffolded silent reading practice for adolescent students. The program provides rapid, sustainable, and deep vocabulary, comprehension, and silent reading fluency gains. *Reading Plus*® will help to develop attention, word recognition automaticity, grade-appropriate reading rates, enhanced vocabulary, and improved reading comprehension.

Reading Plus® was chosen because of its ability to differentiate instruction and pinpoint student needs. It uses an online placement test to place students within the program in one of fourteen (14) levels. The reading levels range from elementary through college. *Reading Plus*® can remediate students who are moderately behind in reading as well as accelerate reading growth for students who are on grade level. Its usage spans from middle school through community college and because it increases silent reading fluency, vocabulary and comprehension, students also use it as an SAT/ACT and EOC preparatory program.

Phonics for Reading has been selected to strengthen the reading intervention program for the disfluent level 1 students who are independently reading below a 5th grade level. The program enhances the blended model for the most intensive/at-risk reading population in our school with an emphasis on direct instruction. It is a supplementary phonics program designed to teach phonemic decoding to students who have not yet mastered those skills and is taught in small groups or one-on-one by the

reading teacher; or following training, by an aide, tutor, advisory teacher, or volunteer. Daily lessons require 40-50 minutes to complete, or the teacher may choose to complete a lesson in two sessions.

Phonics for Reading focuses on phonics, a key component of reading instruction identified by the National Reading Panel (2000). The program's structured and direct approach aims to help students master the "print-to-speech" system of our alphabetic language. This is achieved by developing automaticity in letter-sound relationships and word reading skills.

Reading instruction will include whole group direct instruction of the standards, effective literacy strategies, academic vocabulary, evidence-based writing, and grammar along with small group instruction that is a combination of independent student work using instructional technology and small group instruction with the reading teacher that is tailored to meet the specific needs of the group.

The School will use a Multi-tiered System of Support (MTSS)[42] to match quality interventions to student needs. MTSS is a problem-solving model that integrates multi-tiered service delivery including primary, secondary, and tertiary levels of support. The primary, or first tier, is focused specifically at effective instructional delivery of the core curriculum for the majority of students. Special needs and ELL students achieving at grade level should meet grade level norms within the School's curriculum with teacher and reading strategy support.

Of particular priority is detecting reading difficulty at the very start of the student's enrollment at our school. In an attempt to intervene early, if students are not performing proficient on the most recent state test and/or perform at or below an established level on the GAIN assessment during New Student Orientation, an immediate screening of a word list and fluency measure will be administered to determine grade level equivalencies prior to students receiving coursework and intensive intervention in a content area.

Another incredibly important research-based strategy for the struggling reader is learning and implementing organization and study skills. There is a direct relationship between a student's ability to organize content information, take ample notes, and be successful in school. Students will receive thorough instruction in notebook organization and note taking requirements and skills. Students will be taught to set up notebooks with Key Terms, Organized Notes, and Study Sheets. In order to be an efficient and effective student at our School, student materials that will be provided must include notebooks, pen or pencil, highlighter and headphones. The note taking structures that are best utilized in a technology-enhanced environment include: SQ4R; 1-2-3 Power Notes or Cornell Note taking; and Two Column notes.

Interventions will also include teaching students how to research and become independent learners. Both offline and online materials/tools will be made available to support students as they develop self-reliant learning behaviors. The School will supply each classroom with resources for students to access additional information or reinforce learned concepts. These may include but are not limited to the following:

- Adopted core curriculum textbooks
- Dictionaries
- English: No Fear Shakespeare book series
- Online research sites are available as icons on selected research workstations

[42] MTSS Implementation Components, http://www.florida-rti.org/educatorResources/MTSS_Book_ImplComp_012612.pdf

Teachers and the Family Support Specialist will be notified of the intensive intervention a student might require. Student profile data will be housed in an internal electronic data management information system (MIS) designed to monitor progress.

Reading interventions for students with disabilities will be determined by the student's Individual Educational Plan (IEP) team and documented on the student's IEP.

Wilson Reading is an intensive Tier 3 research-based program, with unique characteristics, that fully supports students who have not internalized the sound-symbol system for reading and spelling and have word-level deficits who are not making sufficient progress through their current intervention; have been unable to learn with other teaching strategies and require multisensory language instruction; or who require more intensive structured literacy instruction due to a language-based learning disability or ELL students with limited vocabulary.

The *Wilson Reading* program was selected to support those students who need a highly structured literacy program based on phonological-coding research and Orton-Gillingham principles. *Wilson Reading* directly and systematically teaches the structure of the English language. Students learn fluent decoding and encoding skills to the level of mastery and receive instruction in:

- Word structure (in depth) for automatic decoding and spelling
- Word recognition and spelling of high frequency words, including irregular words
- Vocabulary, word understanding, and word-learning skills
- Sentence-level text reading with ease, expression, and understanding
- Listening comprehension with age-appropriate narrative and informational text
- Reading comprehension with narrative and expository text of increasing levels of difficulty
- Organization of information for oral or written expression
- Proofreading skills
- Self-monitoring for word recognition accuracy and comprehension

Lessons are delivered in a small group setting for approximately 40-50 minutes daily. Teachers follow a ten-part lesson plan that addresses the following in a sensible and logical fashion: decoding, morphology and the study of word elements, encoding and orthography (internalizing the rules that govern English), high frequency word instruction, oral reading fluency, vocabulary, and comprehension. There are 12 Steps, not corresponding to school grade levels, that are further divided into 52 incremental sub-steps, each building upon the previous one. Requiring the mastery of each sub-step before progressing to the next one makes the demands of the subsequent sub-step manageable and achievable. This provides a systematic and cumulative approach to teaching total word structure for reading and spelling and includes an extensive collection of controlled and readable text (wordlists, sentences, stories).

Reading is the convergence of five critical components: phonemic awareness and phonics, fluency, vocabulary, and comprehension. Recent scientific evidence reveals that teaching students to read requires instruction in all of these areas (Stuebing, Barth, Cirino, Francis, & Fletcher, 2008). In fact, they are specified as critical foundational reading skills in states' college- and career-readiness standards, the National Reading Panel report (National Institute of Child Health and Human

Development, 2000), and a review of research on adult and adolescent literacy instruction by the National Institute for Literacy (Kruidenier, MacArthur, & Wrigley, 2010).

The ultimate goal is for students to be successful in reading comprehension. Research has found that the ability to decode words is a prerequisite for reading comprehension. Therefore, for students who need practice with decoding, including ELL students targeted, systematic phonics instruction is essential (Torgesen et al, 2007). Furthermore, as with all students, ELL students need instruction in word learning, comprehension strategies, and academic language in order to comprehend text (Torgesen, et al., 2007).

(2) Students Reading At or Above Grade Level

Students scoring satisfactory and above on the state assessments will also receive reading instruction. As mentioned above, all students will be enrolled in a reading course and participate in a daily reading block. The instructional focus for students reading at or above grade level will be vocabulary and comprehension strategies that prepare the students for rigorous college coursework. While they read, students will connect the new knowledge with prior knowledge and verify their predictions. Teachers will model active reading comprehension strategies for the students. After students have finished reading, they will learn to summarize and organize what they have learned. The School's teachers will receive professional development in scientifically-based reading research through participation in the District's reading endorsement classes, if available, as well as other reading trainings and professional learning communities organized by the ESP and through the Just Read. Florida! Office.

(3) Reading Program Summary

The School will ensure that there is an ongoing and primary commitment to improving reading and writing skills so that students meet the B.E.S.T. Standards. Through high quality and well vetting curriculum and evidence-based teaching strategies, the School will strive to achieve the goals outlined by Florida's Just Read, Florida! reading initiative. Furthermore, the School will base its reading instruction framework at all times on the current and relevant research findings by the National Reading Panel (NRP), International Reading Association, the National Council of Teachers of English (NCTE), and the National Assessment of Educational Progress (NAEP).

4.C. If the school will adopt or develop additional academic standards beyond those mandated by the state, explain the types of standards (e.g., content areas, grade levels). Describe the adoption or development process. Select one grade level and subject area as an example and explain how these additional standards exceed required standards and contribute to meeting the mission of the school.

The School does not plan to adopt or develop additional academic standards beyond those mandated by the state.

4.D. Describe the research base and foundation materials that were used or will be used to develop the curriculum.

The School's primary curricula have been selected based the quality of the programs and evidence of effectiveness with our target population. All of these curricula have documented evidence demonstrating student success as elucidated below.

(1) Edmentum

Edmentum was selected as the core curriculum product because it has been recognized by the National Dropout Prevention Center as a comprehensive dropout prevention, intervention, and recovery/re-entry program with promising results.

Edmentum has used sound research to guide the development of its curriculum. Using the most recent research on acquiring knowledge and thinking skills, characteristics of learners, and assessment and feedback, the Edmentum curriculum effectively provides students with access to both the content and tools needed to be successful learners.[43] For example,

> …the learning sciences offer a time-tested base of research and practice on how people learn and how to design instruction so that students build knowledge modeled on the characteristics of expert knowledge. Second, students learn more when information in multiple media is presented to them in ways that reduce unnecessary cognitive effort, facilitate processing of essential information, and maximize processing potential. These knowledge-centered elements contribute to learning with understanding and the goal of adaptive expertise (Moore & Baer, p. 6).

In response, Edmentum has designed lessons that engage students in challenging activities that increase in depth and are supported by many examples that allow students to use and apply factual knowledge. As students work, a variety of instructional strategies such as predictions, advance organizers, and questions elicit prior knowledge upon which to build new knowledge. Further, multimedia presentations of information pique students' interest and lead to deeper understandings.

The effectiveness of Edmentum (Edmentum with a portfolio of products that includes Apex Learning)'s research-based curriculum is evident. Recently, Empirical Education, Inc. completed two studies of the effects of Edmentum curriculum on students at a charter high school in Ohio. One study sought to answer the following questions, "(1) What are the determinants of achievement and dynamics of growth for students using Edmentum courses in [drop out and prevention programs]? (2) How is student growth or achievement on math, science, or ELA assessments related to the students' quality of work metrics that the Edmentum system tracks?" (p. 1).[44] Researchers found that "…increased time spent in Edmentum courses is associated with higher assessment scores…" (p. 1) and there is a "…positive relationship between Edmentum digital curriculum usage and performance on math, science, or ELA assessments" (p. 3).

Evidence from around the country also points to success with the Edmentum (Edmentum with a portfolio of products that includes Apex Learning) curriculum. St. Mary's County Public Schools are located in Leonardtown, Maryland, and serve 17,450 students in 27 schools, including the county's first public charter school. In 2012, Great Mills High School in St. Mary's County Public Schools increased its four-year adjusted cohort graduation rate by six (6) percentage points in one year, from 76% in 2011 to 82% in 2012. Superintendent Dr. Michael Martirano attributed much of the increase to the school using Edmentum® digital curriculum in a new blended learning program.[45]

A 2018 Third-Party Study of the Effects of Apex Learning (Edmentum is a portfolio of products that includes Apex Learning) on School and Student Outcomes completed by Hanover Research indicated that the use of Apex Learning Courses had a positive impact on alternative school

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[43] Moore, A. & Baer, T. (2010) Research put into practice: Apex learning curriculum and pedagogy. Seattle, WA: Apex Learning.

[44] Empirical Education, Inc. (2012). Ohio life skills centers: A study of Apex Learning and student achievement. Palo Alto, CA: Empirical Education, Inc.

[45] http://www.apexlearning.com/Company/News/Great_Mills_High_School_Increases_Graduation_Rate.htm

accountability ratings and student achievement. The results found that: Eighty-six percent (85.7%) of ALS managed schools received a "Commendable" school improvement rating compared to 7.86% of non-ALS managed alternative charter schools that did not use APEX. Students in ALS schools achieved higher academic growth than students in non-ALS alternative charter schools that do not use Apex Learning Courses in English language arts and mathematics. Students in ALS schools achieved higher academic growth than students in non-ALS alternative charter schools in Florida that did not use Apex Learning curriculum, particularly in math. ALS schools also had better school improvement ratings (SIRs) than those non-ALS schools.[46]

(2) *Reading Plus®*

Reading Plus® has one of the most extensive documentations of the effectiveness of its technology-delivered reading improvement techniques, especially in the area of silent reading fluency development. Beyond the pedagogical considerations observed in *Reading Plus®*, there is an array of studies dating back to the 1930s, when Earl A. Taylor initiated the first reading instrument training technique to develop fluency in silent reading. The studies continued through the 1960s and into the 1980s with the introduction of the Controlled Reader, Guided Reader, Tach-X, and Tach-Mate tachistoscopes by Stanford E. Taylor.

Taylor Associates studied the records of over 300 schools and the reports on 65,000 students during the school years of 2005-2007, facilitating the creation of *Reading Plus®* 3.6, which contains an automated system of instruction, provisions for scaffolding of instruction to best accommodate individual student needs, ongoing formative and summative assignments, as well as many motivational measures that will maximize student progress toward developing reading proficiency.

Numerous studies conducted with *Reading Plus®* demonstrate the system's effectiveness in developing reading proficiency in elementary, middle school, and high school students. A study involving more than 28,000 students supported the following outcomes:

- *Reading Plus®* significantly improved reading scores in middle school and high school students regardless of student ethnicity or sub-population.
- A direct correlation was observed between the number of *Reading Plus®* lessons completed and gains achieved.
- Participating Exceptional Student Education (ESE) students (both non-gifted and gifted) made significantly greater gains compared to non-participating students.
- Participating English Language Learner (ELL) students made significantly greater gains compared to non-participating students.

Prescott High School in Prescott, AZ, is one of nine schools involved in the longitudinal component of the national research project being conducted by Dr. John Shelley-Tremblay of the University of South Alabama (2007). This portion of the study includes students ranging from Grade 9 through Grade 11. Over 70% of the students reported on thus far exceeded the expected Lexile growth for the period covered in this lay analysis, with the vast majority doubling and tripling the expected increase. The expected increase for the period is approximately 44 Lexile points; the average increase among the students reviewed was 105 Lexile points. Lexile points are equal-unit measures and, therefore, can be used for comparison. Within the *Reading Plus®* programs, the students increased their Guided Reading™ rate by an average of 115 words per minute while maintaining reasonable comprehension. The students also increased how efficiently they read overall.

[46] https://cdn.apexlearning.com/al/als-efficacy-study.pdf

A collaborative study[47] was conducted between August 2003 and December 2003 and involved 82 students in the ninth and tenth grades who were defined as struggling readers. Forty-four treatment-group students were assigned to *Reading Plus*® and Lexia S.O.S. programs (average time 541.6 minutes), and thirty-eight control-group students were assigned to intervention reading classes (average time 747.4 minutes). Pre- and post-tests used to determine student gains were from the Gates MacGinitie Reading Test, Lexia Comprehension Reading Test, Visagraph Reading Rate Grade Level Equivalent (GLE), and Visagraph Reading Rate with Comprehension.

While the control group showed no significant gains on the Gates Test, the treatment group made statistically significant gains ($p<.05$) from pre-test scores of 22.5 to post-test scores of 25.8. Although both groups showed improvement at the significant level on the Lexia Test, the treatment group having access to *Reading Plus*® made significant gains on the Visagraph GLE (5.1 to 6.5) and Reading Rate (168.4 to 182), while the control group made no measurable gain.

A study conducted at a high school in California also showed positive results. A total of 182 high school students from Golden West High School in Visalia, CA, participated as part of a national study evaluating the effectiveness of *Reading Plus*®[48]. Those in the treatment group considered in the final analysis received at least 40 sessions of *Reading Plus*®, which included PAVE™, Word Memory™, Cloze Plus™, Reading Around Words™, and Comprehension Power™, and at least 30 lessons in Guided Reading™. The control group used a literature book by McDougal Littell and both groups spent equal time in reading instruction.

The results show that the treatment-group students, who were shown to be low achievers, made a significant improvement in reading ($p=.012$) over the control group after pre- and post-testing on the Gates-MacGinitie Reading Tests. The treatment group also showed substantial improvement in visual/functional and perceptual skills after pre- and post-testing with the Visagraph®, with an average two-year grade-level gain and fewer fixations and regressions. Reading rate was also shown to have substantially increased in both Visagraph® recordings and in Part B of Guided Reading™. The control group's gain was slight, with an average half-year grade-level gain and little improvement in reading rate, fixations, and regressions.

(3) *Phonics for Reading*

Phonics for Reading is a research-based program that reflects the findings of the major national documents on reading, including Becoming a Nation of Readers (Anderson et al., 1985), Preventing Reading Difficulties in Young Children (Snow et al., 1998), and the National Reading Panel Report (2000), which summarized research on numerous topics, including phonemic awareness, phonics, fluency, and comprehension. In addition to these reports, the design of Phonics for Reading was informed by the research on beginning reading (Honig, Diamond, and Gutlohn, 2008), the research on reading interventions for older, struggling readers (Archer, Gleason, and Vachon, 2003), the research on explicit instruction (Archer and Hughes, 2011), and the research on literacy and cultural diversity (Morrow, Rueda, and Lapp, 2009).

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[47] Maycumber, Evelyn, M. Reading Plus® Research Study at Dixie High School in Cross City, FL, 2003-2004. Unpublished study conducted by North East Florida Educational Consortium's Foundation for Rural Excellence (NEFEC) and Educational Learning Systems, Inc. Cited by Florida Center for Reading Research in review of Reading Plus®, www.fcrr.org, January 2006

[48] Shelley-Tremblay, John, & Authelet, Ann. "Reading Plus® National Research Project; Golden West High School Study Overview 2005-2006." Preliminary report of a controlled study involving high school students, March 2007 cited in Taylor and Associates (2009). Reading plus: Response to intervention. Huntington Station, NY: Taylor and Associates/Communications, Inc.

(4) *March 2 Success* (M2S)

March 2 Success® is an online test preparation tool that will help students prepare for standardized tests through the use of online study materials and practice tests, and at the same time improve math, language arts and science skills. A study of the effectiveness of *March 2 Success* was completed in Broward County, Florida (2009) and included 163 students. This study focused on the High School Prep module, coursework, specifically Math General Principles (GP), which leads to success in 9th and 10th grade courses. The data clearly showed that:

- Users of the M2S High School Prep course had a statistically significant increase in GP Math scores. (The difference in mean scores could not be attributed to random or chance effects)
- Users with lower initial Math GP scores had the most significant increase.
- 9th grade students had the greatest percent increase in Math GP scores.

(5) *MindSage*

The focus of the *MindSage* curriculum is to prepare students for the workplace and life. The topics covered in the curriculum include some of the top 20 most important or vital skills that employers and hiring managers look for in employees. Topics include but are not limited to: growth mindset, adaptability, determination, habits of the mind, self-directed learning, lifelong learning, emotional intelligence, planning, communication, success, and self-esteem . The *MindSage* curriculum captures the attention of students through effective small, bite sized pieces of learning content in a highly focused and engaging way called Microlearning. When students are able to maintain prolonged focus during repetitive activities, they are displaying sustained attention. Studies have shown that heavy users of technology and social media have the hardest time displaying prolonged focus. However, they do exhibit high bursts of focus for short periods of time. *MindSage* provides sustained training, and it allows students to remain focused for short periods of time. Most video lessons are 2-4 minutes in length. This brief digital learning tool is combined with 5-10 minutes of class discussion followed by a short journal assignment that students complete on their own time. In addition, the *MindSage* course spans many grade levels (from 4th to 12th grade). By asking students to continuously analyze themselves and make changes based on what they find and learn, over a sustained period of time, *MindSage* effects strong positive changes in each student.

(6) FDIC Money Smart

The Federal Deposit Insurance Corporation (FDIC) developed *Money Smart* to help young adults outside the financial mainstream build financial knowledge and develop positive relationships with financial institutions. *Money Smart*, piloted in early 2001 in the Washington, D.C., area, was distributed throughout the United States later that year.

A longitudinal study conducted by FDIC in cooperation with NeighborWorks America[49], showed that financial education changes attitudes and behaviors and can result in enhanced financial literacy (i.e., confidence about basic money management skills, confidence about personal finances and improved creditworthiness). Results also indicated that financial education results in some consumers

[49] Federal Deposit Insurance Corporation, (2007). *A LONGITUDINAL EVALUATION OF THE INTERMEDIATE-TERM IMPACT OF THE Money Smart FINANCIAL EDUCATION CURRICULUM UPON CONSUMERS' BEHAVIOR AND CONFIDENCE*. Washington, D.C.: FDIC. Retrieved from http://www.fdic.gov/bank/analytical/quarterly/2007_vol1_2/site/2007_summer01.html

establishing or strengthening relationships with financial institutions. For example, after completing the *Money Smart* program, results for those in this study who completed this curriculum showed that:

- 43 percent without a checking account opened a checking account;
- 37 percent without a savings account opened a savings account;
- 69% reported an increase in their savings; and
- 55% indicated they "always paid bills on time," up from 43% before taking the course.

(7) *Kuder* Education and Career Planning System

Kuder is powered by a suite of age-appropriate free online planning tools that are internationally recognized and specialize in research-based assessments. The online tools help students create a personalized plan that puts them on track for professional success. Research-based assessments are aligned to career clusters and occupational pathways to help students match their interests, skills and work values with potential jobs/careers. An extensive catalog of careers provides essential information about occupations, including educational requirements, salary, and job outlook.

4.E. Describe proposed curriculum areas to be included other than the core academic areas.

The School will offer all required instruction for middle school promotion and high school graduation as defined by Section 1003.428 and 1003.4282, F.S. This will include a minimum number of hours of instruction in health education and substance abuse prevention appropriate for each grade level (9-12) for students selecting the 24-credit graduation option. In addition, the school will provide required instruction on teen dating violence and abuse as required by Section 1006.148, F.S., The health education curriculum for students in grades 9 through 12 shall include a teen dating violence and abuse component that includes, but is not limited to, the definition of dating violence and abuse, the warning signs of dating violence and abusive behavior, the characteristics of healthy relationships, measures to prevent and stop dating violence and abuse, and community resources available to victims of dating violence and abuse.

Electives will include both on-line and classroom opportunities. As illustrated in the Course Offerings list, the School will provide a number of elective courses that include, but are not limited to CTE, Fine Arts/Performing Arts electives with Music Appreciation, Art Appreciation. Additional electives such as Creative Writing, Geography, Multicultural Studies, Psychology, Sociology and College/Career Preparation will be provided as well.

The School's curriculum and instructional strategies are designed to meet the needs of all our students and provide a rigorous and relevant curriculum that is technology-enhanced, mastery-based, and individualized for success.

4.F. Discuss the system and structures the school will implement for students at risk of not meeting academic requirements or of dropping out.

As a dropout prevention and recovery school, all students in the target population are expected to enroll at high risk of not meeting academic requirements and/or of dropping out of school. Every element of our instructional and support model is designed to respond to the unique needs of this student population. Through an individualized program and a clearly defined multi-tiered system of supports, this model has proven highly successful in helping students reach academic success and stay engaged in school.

(1) Individualized Program

The School's academic program is highly personalized so that students' needs are met and all are provided with the opportunity to realize their full potential. This individual approach begins at the very beginning of each student's enrollment when a baseline academic assessment will be administered using the General Assessment of Instructional Needs (GAIN). This will allow staff at the School to immediately identify each student's strengths and needs. An Individual Success Plan (ISP) will be developed for each student laying out the courses and exams needed for middle school promotion/high school graduation. New students' transcripts will be obtained from the student's last school attended and reviewed by teachers and/or administrators for input into each ISP. This information is also projected to each student in their individual MY SUCCESS® Dashboard which serves as a daily road map allowing students to see their ISP progress in real time.

In this individualized program, each student may progress at an appropriate pace based on his/her individual learning needs. Using a combination of direct instruction, instructional software aligned to the Florida Standards, and supplemental materials, the curriculum will have the breadth and depth to meet the needs of the student population and provide students with the required courses to succeed on the EOCs and/or other state assessments and comply with state middle school promotion requirements or graduation requirements to earn a high school diploma.

In addition to direct instruction, the instructional software courses incorporate three types of flexible instruction: multiple methods of content presentation, multiple modes of student expression, and multiple ways to engage students, all of which are addressed in the software.

Additionally, multiple course pathways will make it possible to provide the right level of instruction to meet the unique needs of each student. Foundations courses will provide structured remediation focused on developing reading, writing, and math skills and strategies. Other levels of courseware include Core, Honors, and Advanced Placement. Core courses are standards-based general studies courses that meet the needs of a range of students as they endeavor to master rigorous content and complete courses for middle school promotion or earn credits toward high school graduation. While Core courses assume readiness for grade-level academic challenges, they also include targeted scaffolding and other literacy enhancement strategies built into each course for students who benefit from additional learning support. Each semester course offers 70–90 hours of interactive direct instruction, guided practice, and integrated formative, summative, and diagnostic assessment.

Targeted face-to-face direct instruction sessions will be conducted, as needed, to assist struggling students. These sessions will be targeted towards students' individual needs to include test taking skills preparation, foundational skill improvement, and additional reading, math, social studies, and science instruction.

(2) Multi-tiered System of Support (MTSS)

The School will use a Multi-Tiered System of Support (MTSS) model to match quality interventions to student needs. MTSS may be described as the use of a problem-solving process to address the academic and behavioral needs of all students through a multi-tiered continuum of services that provide: (1) high-quality instruction and scientific, researched-based, three-tiered intervention strategies aligned with individual student need; (2) frequent monitoring of student progress to make results-based academic or behavioral decisions; (3) data-based school improvement; and (4) the application of student response data to important educational decisions (such as those regarding

course placement, intervention, curriculum and instructional goals, and instructional methodologies)[50]. MTSS includes elements common to many data-based problem-solving models including Response to Intervention (RtI), Positive Behavior Support (PBS), etc.

Academic and behavioral approaches will focus on evidence-based practices. The selection of practices (e.g., planning and implementing interventions) for each student will be based on the following:

- A short list of critical priorities identified by the School
- A limit of only one or two major adoptions at a time
- Strategies that have been proven effective in addressing the desired outcomes
- The ability to monitor progress of implementation[51]

Three tiers define the interventions for the MTSS process. These tiers include increasing levels of intervention intensity.

- Tier 1 Intervention: Instruction for all students, prevention, and differentiation
- Tier 2 Interventions: Targeted interventions for students at-risk
- Tier 3 Interventions: Planned/Intense interventions for students with intensive needs

The School's MTSS team members will include but are not limited to the following: 1) classroom teacher, 2) administrator, 3) reading teacher, 4) special education teacher, 5) career coach, and 6) family support specialist. The team will be responsible for ensuring that interventions and instructional resources are matched to students' needs. The team will use the following process:

1. Define the problem.
2. Analyze the problem using available data.
3. Develop and implement a plan that includes one or more performance goals for the student.
4. Measure the student's response to the intervention by using data from progress monitoring.
5. Continue or adjust the intervention based on the student's response and progress.

The main goal of MTSS academic intervention will be to identify students who are struggling academically and to help them learn the skills needed to succeed. Academic MTSS systems identify goals, a core academic curriculum, and organizational structures or strategies to enhance academic instruction.

[1] Tier I Interventions

The implementation of additional instructional programs will be driven by the Response to Intervention (RtI) process. It is likely that the majority of students served at the School will require at least Tier I interventions. General Tier I strategies will include:

o Delivering a Florida B.E.S.T Standards aligned curriculum
o Differentiated instruction
o Front-load learning to increase student success
o Explicit instruction and support in study and learning strategies

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[50] Florida Department of Education. (2011). *Guiding Tools for Instructional Problem Solving (GTIPS).* Tallahassee, Florida: Florida Department of Education.

[51] Horner, R. H., Sugai, G., Todd, A. W., & Lewis-Palmer, T. (2005). School-wide positive behavior support. In L. Bambara & L. Kern (Eds.), *Individualized supports for students with problem behaviors: Designing positive behavior plans* (pp. 359–390). New York: Guilford Press. Accessed from http://www.rtinetwork.org/learn/behavior/integrating-behavior-and-academic-supports-general-overview

The School recognizes that students will enroll with varying background knowledge, readiness, language, and preferences in learning and interests, and it is the School's responsibility to respond appropriately to their differences. Differentiated instruction is a process to approach teaching and learning for students of differing abilities in the same class. The intent of differentiating instruction is to maximize each student's growth and individual success by meeting each student where he or she is and assisting with his/her individual learning process and needs. The school will use the technology and digital curriculum described in this application to facilitate differentiated instruction and 1:1 support through the assignment of computers to each student. Research by Bebell and O'Dwyer (2010)[52] found that

> …participation in the 1:1 programs described was associated with increased student and teacher technology use, increased student engagement and interest level, and modest increases in student achievement. With regard to student achievement, positive increases were observed more frequently within the ELA domain than in mathematics…. (p. 11-12).

Several key elements will guide the differentiation of the School's curriculum:

Goals	Strategies
Meet the individual needs of each student	o Establish existing knowledge and skills o Establish learning style o Provide multiple entry points into courses based on the School's flexible schedule
Support each student to reach his/her learning potential	o Provide the appropriate mix of learning scaffolds and challenging activities and projects o Provide a variety of innovative instructional methods in a blended learning model o Provide a variety of rigorous and relevant curricula o Provide appropriate, research-based interventions and strategies for struggling learners o Engage and motivate students
Differentiate the Instructional design of the program	o Direct instruction blended with technology-enhanced instruction o Scaffolding o Guided inquiry and direct instruction o Practice and application exercises o Interactive exercises and self-checks o Multi-media tools o Offline support materials o Formative, summative, and diagnostic assessments to monitor progress
Differentiated Instruction within instructional software	o Purposeful use of media including visual and audio support o Built-in supports and extension activities (e.g., online help with vocabulary and text-to-speech support) o Offline activities o Mastery based
Ongoing progress monitoring to	o Student progress reports o Grade book reports o Course activity reports

[52] Bebell, D. & O'Dwyer, L.M. (2010). Educational Outcomes and Research from 1:1 Computing Settings. *Journal of Technology, Learning, and Assessment, 9*(1). Retrieved [date] from http://www.jtla.org.

Goals	Strategies
inform instruction	o Assessment item analysis reports o MySuccess Dashboard with reflecting real-time progress

Special interventions will include instruction on developing study skills. An incredibly important research-based strategy for the struggling student is learning and implementing organization and study skills. Students will receive thorough instruction in notebook organization and note-taking requirements and skills. Students will be taught to set up notebooks with Key Terms, Organized Notes, and Study Sheets. Student will be provided and required to use organized notebooks, pen or pencil, highlighter, and headphones. Note-taking structures will include use of the SQ4R study system; taking 1-2-3 Power Notes or Cornell Notes; and Two Column Notes.

Tier I interventions also will also include teaching students how to research and become independent learners. Both offline and online materials/tools will be made available to support students as they develop self-reliant learning behaviors. Each classroom will be provided with resources for students to access additional information or reinforce learned concepts. These resources may include but are not limited to the following:

- Adopted core curriculum textbooks
- Dictionaries
- English: No Fear Shakespeare book series
- Math: Graphing Calculators; Order of Operations Chart; Classroom math manipulative resources
- Science: Elements Charts; Cell Charts
- Social Sciences: Globes, World Maps, State/Local Maps
- Online research sites are available as icons on selected research workstations. These may include:
  - English: Brainpop; Brainpop Jr.
  - Math: Online Graphing Calculators KhanAcademy.com
  - Science: Gizmos
  - Social sciences: Hippocampus.org

[2] Tier II Interventions

When monitoring student progress through the data reporting system, any alerts on a student that may not be functioning successfully in Tier I will prompt the MTSS Team to convene to consider needed Tier II interventions. Students who are non-proficient on the state assessment and whose current level of performance is moderately below grade level on the GAIN and/or other assessments (e.g., *Reading Plus*®, Edmentum assessments, EOC, and/or other state assessment results, etc.) will be given Tier II or secondary instructional services. *Reading Plus*® will be implemented as an intervention for all Tier I and II students to accelerate reading growth and prepare students for college boards and college level text.

Additional Tier II Interventions may include but are not limited to:

- Review formative data to determine student progress and possible obstacles
- Introduce student tutors to remove possible learning blocks
- Increase scaffolds to provide an improved level of support
- Monitor Edmentum usage to ensure content and skill improvement
- Assist with notebook set-up and usage
- Provide bilingual dictionaries
- Begin small group instruction

- Increase teacher attention to the self-paced learning process
- Modify or adjust assignments or methods of instructional delivery within the curriculum
- Read assignments to students
- Provide a quiet learning environment
- Use supplemental curriculum
- Provide extra time to complete assignments
- Assign/encourage student to attend extra sessions
- Teach additional learning strategies – Organizational / Metacognitive / Work habits / Self-Management Techniques
- Monitor progress and attendance
- Check the need for social services intervention

Significant to Tier II interventions are the use of data and related data services. The following assessments will be used to further assist in the diagnosis of students that continue to exhibit difficulty with performance. Only those diagnostic assessments that are necessary will be used and the data included in the overall student profile. These screening and predictive assessments may include but are not limited to:

- State Assessments
- Benchmark assessments
- Word and passage reading fluency
- Reading comprehension
- Number sense screening
- GAIN
- *Reading Plus*®

The data from the following assessments may also be used to assist in determining difficulty that various students may be experiencing. This data will also be combined with the student's profile in an effort to gain an overall understanding of the difficulty and provide effective interventions.

- Benchmark Data
- Assessments from course software (Edmentum, math software, and *Reading Plus*®)
- Grades and Course Completion
- Comprehension Measure
- Word and Passage Reading Fluency

[3] Tier III Interventions

When difficulties persist, a more intensive approach is required. Students who are severely below grade level require intensive Tier III intervention. Students who qualify for this tier require more time, smaller groups, and greater intensity in instruction. Students who are non-proficient on state assessments and read at a 5th grade level or below on GAIN and/or other reading assessments will be further diagnosed by an oral reading fluency and word list measure to determine if they qualify for preliminary English language and reading skills.

The approach at this tier may be a combination of modified instruction, modified assessments, and/or a testing battery designed to diagnosis significant problems. The following may be used singularly or in combination to increase success:

- Assign the student to a specific support teacher most responsive to their individual needs (reading, special education/ESE, math, English, etc.)
- Increase frequency of one-on-one instruction

- Offer diagnostic assessments for learning disabilities
- Modify methods for interacting with coursework
- Use community resources
- Continue targeted pullouts
- Increase targeted assistance based on progress monitoring administered by classroom teacher or external interventionist
- *Phonics for Reading*
- *Wilson Reading*
- Match curricular materials and instructional level
- Teach additional learning strategies – Organizational / Metacognitive / Work habits
- Add intensive individual or small group instruction

Additionally, students in Tier III will be continually monitored to determine progress and impact of interventions. If there is no progress, then decisions will be made as to the appropriate services or interventions that should be provided. A teacher will be assigned to students that are classified as needing Tier III interventions. The teachers will provide intensive remediation. They will also provide direct instruction to individual or small groups of students, and will use interactive technology, instructional software, and other resources. Differentiated instruction will be designed specifically for each student and provided in pull-out sessions.

The entire instructional team will track student progress on a continuous basis using a specially designed internal electronic data management information system (MIS) that includes a learner profile for each student. The learner profile will enable instructors to make decisions regarding next steps for each student. Careful remediation and monitoring are crucial to the success of a struggling learner.

5. STUDENT PERFORMANCE

5.A. DESCRIBE THE EXPECTED INCOMING BASELINE OF STUDENT ACADEMIC ACHIEVEMENT OF STUDENTS WHO WILL ENROLL IN THE SCHOOL. BASED UPON THE EXPECTED INCOMING BASELINE PERFORMANCE, DESCRIBE THE SCHOOL'S GOALS FOR ACADEMIC GROWTH AND IMPROVEMENT THAT STUDENTS ARE EXPECTED TO SHOW EACH YEAR AND THE RATIONALE FOR THOSE GOALS. DESCRIBE HOW THE SCHOOL'S ACADEMIC GOALS AND OBJECTIVES FOR IMPROVING STUDENT LEARNING WILL BE REVISED IF THE ACTUAL INCOMING BASELINE IS SUBSTANTIALLY DIFFERENT THAN THE EXPECTED BASELINE. DESCRIBE HOW SUCCESS WILL BE EVALUATED, AND THE DESIRED OVERALL RESULTS TO BE ATTAINED THROUGH INSTRUCTION.

As a dropout prevention and recovery school, the expected baseline achievement of students who will enroll in the school is as follows:

- Academically unsuccessful—95% reading below grade level (average 5th grade level) and 90% performing math below grade level (average 5th grade level)
- Students will have previously-earned an average of 10.6 cumulative credits, which is 13.4 credits (or more than 2 years in a traditional high school) away from meeting graduation requirements
- Middle school students are expected to have a history of one or more grade retentions at the middle school level
- Average high school GPA will be well below the 2.0 required for graduation

The goals outlined below reflect the school's intent to accelerate credits earned toward a standard high school diploma, improve the middle school promotion and high school graduation rate, improve the percent of students meeting the state graduation assessment performance standard, improve continuing enrollment rates, and improve enrollment in post-secondary options.

The School's proposed performance goals[53] are designed to align with the mission of the school and in full recognition of the expectation that the target student population will arrive significantly over age and behind grade-level; performing at the lowest levels on state exams; reading and performing math well below grade level; and likely facing a myriad of social and/or emotional factors that have impacted personal and academic success.

Proposed Goal 1: Improved Academic Skills

- Proposed: Percent of students achieving improved reading skills.
- Calculation:
  - Reading/English Language Arts: Percent of students attending for 1+ semesters who demonstrate at least one year of reading growth compared to the baseline reading level at entry, as measured by the school's reading intervention program or by a school-administered entry and follow-up assessments.
- Goal: As shown in the table below.

Reading/ English Language Arts	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
All Grades Combined	**55%**	**60%**	**65%**	**70%**	**75%**

Proposed Goal 2: Improve Grade Point Averages toward standard high school diploma

- Proposed: Improve student grades by increasing the percentage of students who, after attending the school for at least one semester, either achieve a cumulative GPA of 2.0+ or improve their GPA by at least 0.3 points.
- Calculation: The percent of included students who have achieved a cumulative GPA of at least 2.0 or have improved their cumulative GPA by at least 0.3 points.
- Goals: As shown in the following table:

Students included	Baseline	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
Attended for at least a cumulative semester or more, and attended during the specified year	Yearly Baseline: Percent of included students entering the school with a 2.0 GPA or higher. (The yearly baseline adjusts for variation among enrolling students.)	Baseline + 5 percentage points	Baseline + 10 percentage points	Baseline + 15 percentage points	Baseline + 20 percentage points	Baseline + 0.75 credits per semester attended

[53] The School is willing to work with the district's accountability department to further define the goals.

Proposed Goal 3: Acceleration of credits earned toward standard high school diploma

- Proposed: Improve per semester credit earning rate for student population compared to the credit earning rate at prior schools. For example, if students entering or enrolled at the School in year 1 have earned an average of 2.0 credits per semester at their prior high schools, then the proposed School's goal in the first year is the 2.0 credit baseline (plus) 0.5 credits (that equals) an average credit earning rate of 2.5 credits per semester per student.
- Calculation: Credits Earned = Cumulative number of credits earned at school, as of end of school year (divided by) number of student semesters attended, as of end of school year, for all students attending one or more semesters.
- Goal: As shown in table below.

Students included	Baseline	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
Attending one or more semesters during the school year	Baseline: Cumulative credit earning rate per semester at prior schools for students enrolled at our school for one or more semesters. (The baseline will be recalculated each year to adjust for credit-earning variation among enrolling students.)	Baseline + 0.25 credits per semester attended	Baseline + 0.5 credits per semester attended	Baseline + 0.5 credits per semester attended	Baseline + 0.75 credits per semester attended	Baseline + 0.75 credits per semester attended

Proposed Goal 4: Increased Attendance Rate

- Proposed: Demonstrate a decrease in at-risk behaviors by increasing attendance.
- Calculation: For students attending 45+ days during an academic year, the number of attended days (divided by) number of enrolled days.
- Goal: Overall percent of attendance rate, as shown in table below.

Attendance Rate	Baseline:	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
For students attending 45+ days during the academic year	Not applicable.	60%	62%	64%	65%	65%

Proposed Goal 5: Graduation/Completion

- Proposed: At least 50% of the seniors who have accumulated 17+ credits by Survey 2 will graduate, earn a certificate of completion, continue enrollment at the school, or transfer to

another education option that is allowed under the Federal Uniform Rate (FUR) Calculations by the end of the school year.

- Calculation: Number of seniors who have accumulated 17+ credits by Survey 2 will graduate, earn a certificate of completion, continue enrollment at the school, or transfer to another education option that is allowed under the FUR Calculations by the end of the school year (divided by) Number of graduates.
- Goal: Overall, at least 50% of seniors who have accumulated 17+ credits by Survey 2 will graduate, earn a certificate of completion, continue enrollment at the school, or transfer to another education option that is allowed under the FUR Calculations by the end of the school year. The target will increase by one percentage point to 51% in year 2 of the contract and by one percentage point in each subsequent year of the charter contract until a goal of 60% is met.

Graduation/ Completion	Baseline:	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
Overall	Not applicable.	50%	51%	52%	53%	54%

Proposed Goal 6: Test Participation.

Proposed: The percentage of students tested in math or ELA assessments will meet or exceed the minimum FLDOE requirement to receive an accountability rating for the year. If the minimum requirement is not met, the school will submit a plan to the district for meeting the subsequent academic year's requirement.

Proposed Goal 7: Accountability Results.

An alternative school may choose to receive a school grade or a School Improvement Rating under s. 1008.341, F.S. For charter schools that meet the definition of an alternative school pursuant to State Board of Education rule, the decision to receive a school grade is the decision of the charter school governing board. As such, the Charter School's Board of Directors will determine how the proposed school will be evaluated.

Proposed: The school shall not earn an FLDOE Alternative Education (School Improvement Rating ["SIR"]) below "Maintaining" for any two years in a four-year period. If the school does not receive at least a maintaining rating as outlined above, the school agrees to remove its principal or to develop a district-approved action plan for meeting the accountability target in the subsequent academic year.

5.B. Describe any mission-specific educational goals and targets for the school not captured by state accountability requirements. State goals clearly in terms of the measures or assessments the school plans to use.

The following goal is in accordance with the school's mission to help at-risk students earn a standard high school diploma and prepare for post-secondary success.

Proposed Goal 8: Post-secondary plans

- Proposed: Percent of graduating students planning to attend two- and four-year postsecondary institutions, technical and trade schools or to join the military after graduation. Status based on documented student-level graduation plans and school-based senior exit surveys

- Alignment with the School's Mission: Directly aligned with … "be prepared for postsecondary success."
- Calculation: Number of graduates planning to attend two- and four-year postsecondary institutions and trade schools or to join the military after high school graduation (divided by) Number of graduates
- Goal: Overall percent of graduates with post-secondary plans to attend a 2- or 4-year college, trade school, or to join the military, as shown in table below:

Post-Secondary Plans	Baseline:	School Year 1	School Year 2	School Year 3	School Year 4	School Year 5
Overall	Not applicable.	50%	55%	60%	65%	70%

It should be noted that Goals 1 through 5 listed in response to 5.A. also align with the school's mission as described below:

Goal	Alignment with School's Mission
Proposed Goal 1: Improved Academic Skills	Improved reading skills increase ability to earn credits and to pass required assessments for graduation.
Proposed Goal 2: Improve Grade Point Averages toward standard high school diploma	A minimum 2.0 GPA is required for Florida high school graduation.
Proposed Goal 3: Acceleration of credits earned toward standard high school diploma	Earning credits is required for high school graduation.
Proposed Goal 4: Increased Attendance Rate	Aligned with the mission to "…earn a high school diploma…"
Proposed Goal 5: Graduation/Completion	Alignment with the School's Mission: Directly aligned with … "help at-risk students earn a standard high school diploma and prepare for postsecondary success."

5.C. Describe the school's student grade level and course placement procedures.

The School will comply with the requirements for student placement and promotion as noted in the school district student progression plan.

(1) Grade Level Placement

Initial grade placement and subsequent grade level promotions will be made in accordance with the requirements defined by the District's Student Progression Plan.

(2) Course Placement

Section 3.B(b) outlines the School's procedures for course placement through the development and ongoing monitoring of each students' Individual Success Plan (ISP). As described in the section, courses shall be assigned based on the individual entry level skills needs and middle school promotion or high school graduation requirements needed. As students successfully complete coursework

defined by their ISP, they will meet with their Advisory Teacher and Assistant Principal to review their ISP progress and select the next course in their progression plan.

(3) Earning Credit Hours

To receive course credit, students must earn a passing average (70% or above) in the course. The Assistant Principal will verify all credits by reviewing a credit verification form, supporting documentation, and final exam performance. Course completion information will be entered in the student information system (SIS) and management information system (MIS).

(4) Calculating Grade Point Averages

Grade Point averages (GPA) will be calculated on a weighted 4.0 point scale with a .5 additional point awarded for an honors course and 1.0 additional point added for an Advanced Placement course. Class rank will be based on the weighted GPA.

(5) Promotion

Students will progress in grade levels when they meet the requirements defined by the District's Student Progression Plan. Grade level promotions shall occur at the end of each school year or mid-year if promotion requirements are met and the District Student Progression Plan allows for it.

Middle School Designation and Promotion Requirements

The School will follow the District's Progression Plan for middle school designation and promotion.

5.D. State whether the applicant intends to use the local school district's pupil progression plan. If not, explain the policies and standards for promoting students from one grade level to the next or provide the pupil progression plan as Attachment E.

The School will comply with the requirements for student placement and promotion as noted in the school district's student progression plan.

5.E. If the school will serve high school students, describe the methods used to determine if a student has satisfied the requirements specified in section 1003.428, F.S., and any proposed additional requirements.

(1) Graduation Requirements

The School's students will comply with graduation requirements in s. 1003.428 and 1003.4282, F.S. The following options for high school graduation will be offered:

- 24 credit standard diploma
- 18 credit Academically Challenging Curriculum to Enhance Learning (ACCEL) option
- Career and Technical Education (CTE) Pathway
- Certificate of Completion

In addition to course and credit requirements, students must maintain an un-weighted grade point average of 2.0 and earn passing scores on state assessments as mandated by state statutes.

The School will comply with all FDOE graduation requirements, including:

- Four credits in English Language Arts (ELA) and passing 10th grade Reading ELA assessment.

- Four math credits including one credit in Algebra I and one credit in Geometry, and passing the Algebra I EOC assessment or state mathematics assessment. Industry certification courses that lead to college credit may substitute for up to two (2) math credits.
- Students enrolled in Algebra I, Geometry, Biology, and/or United States History must take the respective End of Course (EOC) exam, which will constitute thirty percent (30%) of the student's final grade.
- Three science credits that include one credit in Biology I and two (2) credits in equally rigorous courses. Two (2) of the credits must include a laboratory component.
- Three credits in Social Studies, a student must earn one credit in United States History; one credit in World History; one-half credit in economics; and one-half credit in United States Government.

For those students who choose the 18-credit ACCEL option:
- Physical education is not required
- Three (3) elective credits are required
- Online course is not required
- All other graduation requirements for a 24-credit standard diploma must be met (per section 1003.4282(3)(a)-(e), F.S.)

A student may earn Scholar Designation on their diploma if they meet the requirements for a Standard Diploma, and earn credit in Algebra II and statistics, Chemistry or physics, foreign language credits, and at least one credit in an AP, IB, AICE, or dual enrollment course and pass the Biology 1 and US History EOCs.

Students who choose the Career and Technical Education Pathway option will need to successfully complete at least 18 credits, meet the GPA requirement, complete the standard high school diploma course requirements in ELA, mathematics, science, and social studies and complete two credits in career and technical education, and complete two credits in work-based learning. The CTE courses must result in a passing industry certification exam and therefore an industry certification. A student may substitute up to two credits of electives, including one-half credit in financial literacy, for work-based learning program courses to fulfill this requirement.

A student who completes the minimum number of credits and other requirements for graduation, but who is unable to meet the state assessment requirements, shall be awarded a certificate of completion in a form prescribed by the State Board of Education. However, any student who is otherwise entitled to a certificate of completion may elect to remain in the School for up to one (1) additional year and receive special instruction designed to remedy his or her identified deficiencies.

(2) The Graduation Process

The Graduation Committee comprised of but not limited to the Principal, Assistant Principal, Career Coach, and Data Specialist on behalf of the Board of Directors, will review each student's Individual Success Plan and confirm that all requirements have been met by completing the Graduation Checklist (in Attachment FF).

(3) Performance-Based Exit Option Model

Pursuant to Rule 6A-6.0212, Florida Administrative Code, the School may offer the State of Florida High School Performance-Based Diploma option for eligible students if the District has applied and received state approval to use this exit option model. The School will follow all District guidelines in

the implementation of this option to include use of the performance levels identified by the District in their approved application.

(4) Concordant Scores for State Assessments

The FDOE is authorized to adopt concordant scores for meeting the graduation assessment requirement in lieu of passing required state assessments. Students may satisfy the score requirements using various combinations of tests as specified in Rule 6A-1.09422, F.A.C. The School will prepare students for any and all concordant exams defined by the FDOE.

(5) Students with Disabilities

One of the most important decisions for students with disabilities is the type of high school diploma the student will work toward. This decision is usually made by the student and family prior to entering high school with the Individual Education Plan (IEP) team. Diploma options should be considered by using postsecondary education and career goals of the student to guide the decision in the following order:

- Standard diploma
- Standard diploma with state assessment waiver
- Certificate of Completion

Students with disabilities who are working toward a standard high school diploma are expected to participate in the [FAST or FSA] and Florida EOC Assessments; however, legislation provides for a waiver of the [FAST or FSA] or Algebra 1 EOC Assessment as a requirement for graduating with a standard high school diploma for students with disabilities whose abilities cannot be accurately measured by the statewide assessments. Pursuant to s. 1008.22(3)(c)2., F.S., "A student with a disability, as defined in s. 1007.02(2), for whom the individual education plan (IEP) team determines that the statewide, standardized assessments under this section cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have assessment results waived for the purpose of receiving a course grade and a standard high school diploma. Such waiver shall be designated on the student's transcript…" [54] Students who do not meet requirements for a standard diploma may be awarded a certificate of completion, depending on coursework.

5.F. Discuss how and when promotion and graduation criteria will be communicated to parents and students.

Promotion and graduation criteria are included in the Parent/Student handbook that is given to parents and students at the time of admission and is reviewed regularly as part of the Students' Individual Success Plan (ISP). Graduation requirements and progress toward meeting are also reflected on each students' MY SUCCESS® Dashboard which is accessible with view rights to parents/guardians.

5.G. In addition to all mandatory assessments, identify the primary interim assessments the school will use to assess student learning needs and progress throughout the year (including baseline assessments) including a proposed assessment schedule as Attachment F. Provide the rationale for selecting these assessments, including an

[54] Florida Department of Education/Office of Assessment (2014). Graduation Requirements for Florida's Statewide Assessments, Tallahassee, FL: Florida Department of Education

EXPLANATION OF HOW THESE ASSESSMENTS ALIGN WITH THE SCHOOL'S CURRICULUM, PERFORMANCE GOALS, AND STATE STANDARDS.

Diagnostic assessments, including GAIN and those available through the digital curriculum, are used to establish the entrance-level performance of students and track growth at intermittent times of the year. By continuing to use these assessments throughout the year, teachers and administrators can track students' progress and their strengths and weaknesses in skills required to succeed in state assessment and/or coursework. These diagnostic assessments are used to inform intervention groups based on identified skill gaps and/or opportunities for enrichment.

Classroom formative assessment will occur regularly employing such strategies as, but not limited to, observation, reviews, projects, quizzes, and tests.

Benchmark assessments will be set up for the FAST and End-of-Course tests required for graduation. The benchmarking system will begin at the point of entry for each student and progress from a series of benchmark assessments to a released FAST or EOC test as official testing dates approach. Upon entry, if a student has not yet passed a portion of any state required assessment, then the student will be placed into appropriate tutorials. Regardless of point of entry, the student will take the next administered benchmark assessment. Based on the results, the student will receive tutorials to assist in remediating areas of deficiency.

Student performance will be measured in each of the following ways:

- Assessment of foundational reading and math skills levels upon students' initial enrollment
  - Foundational reading and math skills levels are essential in the development of each student's ISP and placing students in appropriate content levels or courses. This information will be derived from standardized test scores, curriculum-based assessments, and/or teacher-developed and authentic assessments
- Formative evaluations will be completed to monitor progress in foundation skills and identify students in need of support
  - Ongoing assessment and evaluation will be conducted through classroom observations, quizzes, tests, and checklists
  - Benchmarking will be used to modify instruction and tutorials for state assessment success.
  - Content mastery will be measured through the achievement of benchmarks and successful completion of each course
- Summative evaluations of content mastery
  - Florida Assessment of Student Thinking (FAST) English/Language Arts
  - End of Course assessments
  - Measurement of annual growth

The types and frequency of assessments are included as Attachment F.

5.H. DESCRIBE HOW STUDENT ASSESSMENT AND PERFORMANCE DATA WILL BE USED TO EVALUATE AND INFORM INSTRUCTION. WHO WILL BE RESPONSIBLE FOR MANAGING THE DATA, INTERPRETING IT FOR CLASSROOM TEACHERS, AND LEADING PROFESSIONAL DEVELOPMENT TO IMPROVE STUDENT ACHIEVEMENT?

Data from formative, diagnostic, and summative assessments will inform decisions about adjustments to the educational programs and student placement, or intervention needed. School leadership will

analyze and interpret assessment data and will use the data to identify the professional development needs at the school.

Classroom formative assessment will occur regularly employing such strategies as, but not limited to, observation, reviews, projects, quizzes, tests, and review of electronic Student Progress Reports (SPR). The SPR will track mastery to prevent a student from proceeding to the next lesson until he/she reaches mastery level on the current lesson. The continual assessment provided by the SPR will assist the student and teacher not only in identifying areas of success, but also in identifying areas where the student may be experiencing difficulty and need additional instruction.

Additional Assessment opportunities – including baseline, formative, and summative assessments – will be integrated throughout the digital curriculum. Teachers will have access to an electronic Gradebook and Activity Score Report for each student enrolled in the School and will use these tools during progress monitoring meetings with individual students. In addition, online diagnostic assessments will pinpoint student strengths and weaknesses. A benchmarking system and a course monitoring system will be set up for each of the mandatory End-of-Course assessments required for graduation. The benchmarking system will begin at the point of entry for each student and progress to a series of benchmark assessments and then to a released EOC test in preparation for the testing dates.

All of the above-mentioned assessment, evaluation, monitoring, and feedback tools and strategies will be used in a student-centric way to inform targeted instruction. School Leadership will interpret and analyze the aforementioned assessment data to coordinate professional learning opportunities designed to improve student achievement. A team of Curriculum & Instruction specialists through the ESP will also support the School Leadership team in analyzing student assessment data on a monthly basis. They will provide support, resources, and professional development to leadership and instructional staff in response to identified needs and in support of school improvement goals.

5.I. Explain the training and support that school leadership and teachers will receive in analyzing, interpreting, and using performance data to improve student learning.

School leadership and teachers will receive ongoing training, support and job embedded professional development to ensure adequate knowledge on analyzing, interpreting and using performance data to improve student learning. Upon employment, both leaders and teachers will participate in either New Teacher or New Leader training where they will learn the instructional model, school goals, and the types of data they will use to inform instruction and improve student learning. New leaders and teachers are assigned a mentor to support them in their understanding of data usage and interpretation.

Leaders and teachers will also receive training and support in:

- Proper interpretation and analysis of student and schoolwide assessment data,
- Formulating questions that can be addressed by data,
- Synthesizing multiple data sources to inform instructional practices and monitor school progress against goals for improvement,
- Training on the assessments and supplementary academic tools, including non-academic data; i.e. attendance, being used to measure success,
- Using student data to plan differentiated instruction based on student needs

Research suggests that the best support for acquiring and honing data interpretation skills is sustained participation in teacher learning communities informed by student performance data (Hamilton et al. 2009). As such, school staff will participate in professional learning communities consisting of job-alike colleagues from across the ALS network of schools. Within these learning communities, leaders and teachers will not simply acquire and practice using data interpretation and other relevant skills but also collaborate and support one another as they work with and use the data to improve student learning. The PDSA cycle will support leaders in their frequent use of performance data. Sustaining progress is critical to the School's success therefore ongoing professional development, periodic training reviews and additional support will be provided as needed. School teams will collaborate when evaluating assessments, analyzing the results and planning next steps in improving the data analysis process to achieve desired improvements in student learning.

5.J. Describe the corrective actions the school would take if it falls short of student academic achievement expectations or goals at the school-wide, classroom, sub-group, or individual student level. Explain what would trigger such corrective actions and who would be responsible for implementing it.

School Level: The school will develop an annual School Improvement Plan (SIP). As part of the school improvement process, the Governing Board, ESP and School Advisory Council (SAC) will provide suggestions, strategies and feedback as they evaluate the SIP. In the event the School falls short in any area, a corrective action plan will be developed as part of the school improvement process. A committee will monitor the SIP and the School's progress toward goal attainment throughout the year and will make recommendations for adjustment as needed.

Classroom Level: School leaders will use classroom data and teacher observation/evaluation reports to determine which teachers need additional support and provide professional development, coaching and modeling. Teachers will have action plans and will also add any new goals to their Deliberate Practice Growth Plans [see section 12(b)]. Teachers will receive support from administrators, mentor teachers and Operational and Curriculum Support Staff through the ESP.

Student Level: The students' teachers and the leadership team will review assessment data as well as their ISPs and any other IEPs, 504 or ELL plans that identify needed interventions to determine what is working and what is not. Determined modifications will be documented in student ISPs, IEPs, or ELL plans and communicated to parents.

The leadership team will be responsible for increasing infrastructure and supports to ensure that plans at the school, classroom, and individual student level are implemented with fidelity. Their oversite will ensure teachers are incorporating scientifically based instructional strategies and challenging academic content in developing and facilitating high-quality lessons and effectively analyzing assessment data to ensure effective implementation of the RtI/MTSS framework.

5.K. Describe how student assessment and performance information will be shared with students and with parents.

The ***MY SUCCESS*®** **Student and Parent Dashboard** (see Attachment FF), an online, secured private portal available 24 hours a day, seven (7) days a week, will serve as the primary tool for communicating and monitoring student learning results. This web-based portal will provide up-to-

date information on student attendance, course progress, grades, skills development, graduation progress, and postsecondary transition.

As part of the School's defined service model, teachers are required to make regular contact with parents/guardians to report on student progress, recognize and celebrate successes and discuss any potential obstacles to ISP achievement. This outreach begins within the first month of enrollment and is documented to allow for compliance tracking and transparency to facilitate a full-school approach to student support.

School achievement data will be reported in the school report card and annual reports to parents and the school district sponsor, and will include the School's progress, as well as any other national or state reporting requirements. In the event that written and verbal communications are needed in a language other than English or Spanish, efforts will be made to retain translation services in the language(s) needed. Also, the School will have staff who will make home visits to communicate student's progress and successes, and will provide travel options for parents/guardians without transportation to attend School events or needed student/teacher meetings.

5.L. Describe the plan for protecting the privacy of individual student academic performance data and other student-related information.

The Board understands that the School is subject to all provisions of the Federal Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g. As such, the School will maintain the confidentiality of all student records and will only release them to a parent or with a parent's consent, unless the student is 18 in which case the records will be released only to the student or a party to which he grants consent.

6. EXCEPTIONAL STUDENTS

6.A. Provide the school's projected population of students with disabilities and describe how the projection was made.

In order to determine the projected population of students with disabilities, we reviewed the percentage of Students with Disabilities in the schools identified in 2.D. from the target school location search area.

High Schools	ESE %
Bayshore	17%
Braden River	12%
Lakewood Ranch	11%
Manatee	14%
Palmetto	14%
Southeast	14%
Average High School Percentage	**14%**

Middle Schools	ESE %
Braden River	16%
Buffalo Creek	15%
Carlos Haile	12%
Dr. Mona Jain	11%
Electa Lee	21%
Lincoln	33%
Martha King	20%
W.D. Sugg	18%
Average Middle School Percentage	**18%**

A projection of 16% for high school and 20% for middle school assumes that the school will serve a slightly higher total population of ESE students given this population's historically increased risk of struggling in a traditional school setting.

The budget documents (in Attachment X) assume a gradual build up during the first year, with 140 students during the October FTE count and 260 during the February FTE. An average of 200 students per month was utilized, of which sixteen percent (16%) of high school students and twenty percent (20%) of middle school students are expected to be ESE students. In subsequent years, the budget documents continue to assume sixteen percent (16%) of high school and twenty percent (20%) of middle school population, up to the point where the School is fully enrolled with 500 students, of which eighty-three (83) are estimated to be ESE students. The School will ensure that staffing is in place to serve all ESE students. If the ESE population is higher than expected or if the needs as defined by student IEPs dictates a lower student to staff ratio, staffing will be evaluated and increased as necessary to accommodate the need.

6.B. Describe how the school will ensure that students with disabilities will have an equal opportunity of being selected for enrollment in the charter school.

The School will not discriminate in its student admissions policies on the basis of intellectual, academic, artistic, or athletic ability; measures of achievement, aptitude or exceptionality, or any other basis that would be illegal if used by any public school. The School will not reject the application of or withdraw a student identified as having a disability based on a finding the student needs a service delivery model not presently in existence at the School.

All students who apply will have an equal chance of being enrolled at the school throughout the year. In the event that the number of all eligible applicants for enrollment exceeds the School capacity, the School shall perform a random selection process according to Florida's charter school legislation to determine which students are enrolled and which students are placed on a waiting list, subject to another random selection when an opening occurs. The School will include in the lottery all eligible applicants for admission, excluding any students that are exempt from the lottery process. These include: (1) siblings of existing students; (2) children of a board member; and (3) children of an employee of the School.

6.C. Describe how the school will work with the sponsor and through the Individual Education Plan (IEP) process when necessary to ensure students with disabilities receive a free appropriate education (FAPE) in the least restrictive environment (LRE).

Each student with a disability is entitled to receive a Free Appropriate Public Education (FAPE) in the least restrictive environment that will enable the student to progress in the general curriculum to the maximum extent possible. Special education, which refers to specially designed instruction and related services, will be provided to meet the unique needs of the student that result from the student's disability and to prepare the student for further education, employment, and independent living. Specially designed instruction means adapting, as appropriate, the content, methodology, and/or delivery of instruction. Specially designed instruction may employ universal design for learning, assistive technology, accommodations, and/or modifications. Multiple methods of content presentation, such as audio, video, illustrations, graphic organizers are available within the Edmentum digital curriculum to meet SWD needs. In addition, students have access to support tools within the

Edmentum platform to promote student engagement, classroom discussions, online activities, and brainstorming. Students can work at their own pace, providing them enough time to master a concept.

The School will follow federal, state, and district guidelines pertaining to students with disabilities (SWDs). The School will work in collaboration with parent/guardian(s) and district staff to determine the most appropriate placement, services and supports to teach SWDs in the least restrictive environment (LRE), as stipulated by IDEA. Additionally, the School will adopt and fully implement the Sponsor's policies regarding SWDs to ensure that each student is provided with an appropriate education as defined by FAPE.

The School will work collaboratively with the Local Educational Agency (LEA/ School District) Representative in locating, evaluating and identifying eligible students with disabilities at the school site. The Principal, Assistant Principal or any other teacher who is certified in Exceptional Student Education and/or who is familiar with transition IEP will serve as the School LEA. The designated School Level LEA will be responsible for the development, implementation, and monitoring of IEPs. The School Level LEA will be a vital member of the IEP Team and will ensure that all IEP's indicate the duration, frequency and location of the supports and supplemental services to be provided. Additionally, the School Level LEA will ensure that the student's general education teachers, ESE teachers and other service providers have access to and are informed of the following as it pertains to the students' IEP's:

- specific responsibilities related to implementing the student's IEP (i.e., duration, frequency and location of services)
- specific accommodations
- program modifications
- related services
- supplementary aids and services
- IEP Status of implementation that indicates that supports and services are being provided and implemented as indicated on the IEP.

The School Level LEA will possess knowledge and understanding of the following:

- Exceptional Student Education Policies and Procedures;
- Procedural safeguards;
- Parental revocation of consent for special education and related services;
- Transfer of rights at age of majority;
- Medicaid;
- Individual Education Plan (IEP);
- Discipline and Manifestation Determination;
- Participation in State and District assessments; and
- John M. McKay Scholarships Program

The Initial IEP meeting is coordinated by the District ESE Staffing Specialist assigned to the School site. The District Staffing Specialist, who is the LEA for the initial IEP meeting, schedules, notifies all IEP Team members including the parents, and gathers all information (e.g., evaluations) to conduct the Initial IEP meeting. The School Level LEA will support the District Staffing Specialist and assist in the Initial IEP Meeting process by ensuring that there is a room to hold the meeting and that technology is available to complete the IEP.

The School's LEA identifies the IEP team members who will participate in an Annual IEP meeting. The school Level LEA will gather data related to the student's pre-academic or academic achievement, functional performance, and progress toward annual IEP goals. The School Level LEA may draft IEPs on the District IEP platform to allow the team to synthesize information and analyze the areas of concern that the student may be demonstrating a need for specially designed instruction. The draft of the IEP can be sent home to the parent for review. However, under no circumstances will the final IEP be completed before the IEP team meeting is held.

An Individual Education Plan (IEP) is a legal written document that is designed to meet the individual needs of the student and is compliant with all requirements of state and federal laws and regulations. It reflects decisions based on the active involvement and collaboration of the IEP Team. The School's IEP Team is composed of the following members:

- All parents/legal guardians, if possible
- The student (if appropriate)
- At least one exceptional student education (ESE) teacher who provides, or may provide, services to the student
- The student's general education teacher(s)
- Someone who understands the evaluations that have been done for the student and can explain them (This may be one of the people already on the attendee list)
- An LEA representative who knows about special education and the school district's resources (This may be the ESE teacher)
- Other people invited by the parent or the School

The IEP provides a clear statement of expected outcomes and the special education services and supports to be provided to the student. The IEP team will review previous and recent evaluations, assessment scores, classroom data, discipline records, and input from teachers, parents, and the student to determine the student's strengths, educational, developmental, and functional performance needs. Students' interests and preferences will be considered to determine postsecondary goals. During the IEP process, the student's specific needs and educational goals such as, the need for a device or service, interventions, accommodations, and modifications will be addressed to help the student make adequate process. The IEP will include a statement of the individualized needs of the student. Additionally, the IEP team will meet periodically to determine if the student's annual goals are being achieved. When a SWD is not making adequate progress, the IEP team will reconvene to review the IEP goals and objectives.

School personnel will be trained in the development, implementation, and quality Individualized Education Plan (IEP) indicators to meet the specific needs of SWDs. As required by IDEA, the IEP team will address the student's present levels of academic achievement and functional performance, annual IEP goals, special education, related services, supplementary aids and/or supports that SWDs are entitled to receive. If the School's program is unable to meet the individual needs of the student, as stipulated in the IEP, the School will work with the Local LEA and convene an IEP meeting to address the needs of the student and appropriate placement.

6.D. Describe the methods the school will use to identify students with disabilities that have not yet been identified.

Students previously identified as eligible for exceptional student education services or protected under Section 504 will be identified through self-report or upon receipt of the student's prior school records.

A student will be entitled to Section 504 accommodations if he or she has a physical or mental impairment that substantially limits one or more major life activities. Any student who is having difficulty in the classroom and for whom there is the suspicion of a disability will be referred to the School Support Team (SST). The School will follow the District established procedures for the SST. Students with obvious physical or health needs that require accommodation do not need to go through the SST process to be referred for Section 504 eligibility determination. The Section 504 Eligibility Determination team consist of the following individuals:

- Parents/legal guardians
- The student
- The School Administrator
- A person who knows the student
- A person who knows of accommodations; and
- General education teacher

Parents will be invited to attend the Section 504 meeting and students will be encouraged to attend and provide input to help the team in making decisions. Parents will also receive the Section 504 Procedural Safeguards. During the evaluation process, the Section 504 Team will review a variety of information from different sources, such as teacher observations, standardized test scores, report cards, and information from parents and medical providers. The Section 504 reevaluation will be reviewed periodically every three years, before any significant change in placement, or, at the request of the parents or school personnel. If additional information is presented to school personnel by the parent or other person(s) responsible for implementing the plan indicating that the student has not demonstrated improvement or progress, the Section 504 team will reconvene to consider modifying the current plan or to determine other options. Section 504 plans and eligibility will be reviewed annually, or sooner, if requested by either District personnel or parent.

The Multi-tiered System of Supports (MTSS) process (described in detail in Section 4.F.) will be implemented with students who are not successful in the general education curriculum or who enroll in the School severely below their grade level peers. Any student who has received Tier 3 interventions for a reasonable amount of time and who continues to be unsuccessful in making progress in the curriculum may be referred for evaluation for Exceptional Student Education (ESE) services. Evaluations will be conducted by qualified evaluators.

After the evaluation is complete, a team will conduct a review that includes the examination of existing data on the student, including evaluations and information provided by the parents/legal guardians and the student, as appropriate; current classroom-based assessments and observations; and teacher and related services providers' observations. Determination of eligibility for ESE services will be consistent with Florida State Board of Education Rules.

6.E. Describe the programs, strategies, and supports the school will provide, including supplemental supports and services and modifications and accommodations to ensure the academic success of students with disabilities whose education needs can be met in a

REGULAR CLASSROOM ENVIRONMENT WITH AT LEAST 80% OF INSTRUCTION OCCURRING IN A CLASS WITH NON-DISABLED PEERS.

The School will follow all federal and state regulations concerning students with disabilities, specifically, the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code.

The School will serve students with disabilities whose needs can be met in a regular classroom environment (at least 80% of instruction occurring in a class with non-disabled peers) with the provision of reasonable supplementary supports and services and/or modifications and accommodations. Students with disabilities will be provided with accommodations to basic education and programs of study to ensure students with disabilities the opportunity to meet graduation requirements for a standard diploma. Allowable accommodations to basic courses may include increased or decreased instructional time; varied instructional methodology/strategies; special communications systems used by the teacher or the student; and classroom and district test administration procedures and other evaluation procedures adapted to address the student's disability.

The School will educate SWD with their non-disabled peers to the maximum extent appropriate in the least restrictive environment according to FAPE guidelines. Special classes, resource placement, or instruction of the student outside the general education environment will only occur if the nature and severity of his or her disability is such that an appropriate education in regular classes cannot be achieved satisfactorily as stated in the student's IEP. The least restrictive environment will always be considered during the development of the student's IEP.

The School will provide reasonable accommodations to a student with a physical or mental impairment which substantially limits a major life activity (Section 504 students) to the extent required to enable such students to have an opportunity to be successful in their educational program equal to that of their non-disabled peers.

(1) Student Plans

If a student is identified as eligible for 504 plan accommodations, a plan will be developed. The Section 504 Team will make decisions regarding the necessary accommodations/services to allow for the student's disability. Parents will be consulted and given the opportunity for input regarding the accommodations. The accommodations and/or services will be documented on a Section 504 Plan form and implemented. A 504 plan will include:

- Evaluation results
- Section 504 identification determination
- The student's unmet needs
- Services and/or accommodations based on needs
- Least restrictive environment for services
- Discussion of and plan for possible staff training

The ESE teacher and/or Assistant Principal will serve as a Section 504 Case Manager to coordinate the student's plan.

If a student is identified as eligible for ESE services, an IEP will be developed within thirty (30) days of the determination of eligibility. In the case of a student who is deaf or hard-of-hearing or dual-

sensory impaired, the Model Communication Plan Form will be used to address, the student's language and communication needs, opportunities for direct communications with peers and professional personnel in the student's language and communication mode, academic level, and full range of needs, including opportunities for direct instruction in the student's language and communication mode. Any materials needed for Section 504 accommodations will be provided to the student at the cost of the school.

The IEP will include:
- What the student knows and is able to do
- What the student needs help with
- How the student's disability affects his or her success in school
- What the student should learn by the end of the school year
- What special education services, supports, accommodations or modifications, and assistive technology the student will receive during the year
- An explanation of any time that will be spent receiving instruction outside the regular class
- How the student's progress will be measured
- The type of diploma the student is working toward
- If the student is age 16 or older, the student's goals for life after high school

The following people are required to attend an IEP meeting:
- Parents/legal guardians
- The student (if appropriate)
- At least one exceptional student education (ESE) teacher who provides, or may provide, services to the student
- The student's general education teacher(s)
- Someone who understands the evaluations that have been done for the student and can explain them (This may be one of the people already on the attendee list)
- A local education agency (LEA) representative who knows about special education and the school district's resources (This may be the ESE teacher)
- Other people invited by the parent or the school

(2) Services
Students will receive instructional support through specially designed instruction and related services as determined through the individual educational plan (IEP) process. The level of service will be aligned to the severity of the student's disability. Teachers will be trained in designing and implementing individualized instruction to address the learning needs of each student. Teachers will instruct students in the unique skills necessary to access and benefit from the core curriculum as documented on the student's IEP. A range of service delivery options will be available to meet the students' needs, e.g., consultation, itinerant instruction, and resource room for one-on-one or small group instruction or other services.

Supplementary aids will be provided by the School. Supplementary aids may include peer tutoring, interpreters, or referral to ESE teacher or other staff member as well as resources such as calculators, audio record, noise reducing headphones, printed pacing guides, testing accommodations as needed (e.g., extend time, read test to student), shared note-taking, and other technology devices and services.

Determining what supplementary aids and services are appropriate for a particular student will be done on an individual basis by the IEP team. The School will contract with appropriate service

providers for services not provided by the School's full-time staff. Examples of these services include speech and language therapy, occupational therapy, and psychological testing services.

The entire instructional team will track student progress on a continuous basis using an internal electronic data management information system (MIS) that includes an online learner profile database for each student. The learner profile will enable instructors to make decisions regarding next steps for each student.

IEP meetings will be held at least annually for each eligible student to determine whether the annual goals for the student have been achieved and to review and revise the IEP as appropriate.

6.F. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a regular classroom and resource room combination (between 40-80% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Per IDEA requirements, the School will work with the Sponsor and through the IEP process to ensure SWDs are provided a free appropriate public education in the least restrictive environment (LRE) to the maximum extent possible time with their non-disabled peers. Through the IEP process, the IEP team will determine if a SWD requires a regular classroom and resource room. The IEP team will determine what services a student requires to attain his or her annual goals to make progress in the general curriculum in the least restrictive environment. The School will provide services such as specially designed instruction, related services and supplementary aids. Additionally, the school will provide other models of support such as co-teaching and support facilitation services. Co-teaching is a direct service provided to students with disabilities in the general education classroom. For example, the special education teacher will collaborate with the advisory teacher in the areas of differentiating instruction, monitoring progress, understanding learning processes, and teaching for mastery. Both of the co-teachers will participate in District offered trainings to increase access to the general curriculum, while providing the students access to effective academic and behavior instructional practices through the multi-tiered system of supports by having two teachers in the classroom. Consultation is an external support, which consists of face-to-face conversation between the general education and special education teacher. These services are designed to meet the unique needs of the student. The IEP team will determine the frequency, location, and duration of services and modifications.

6.G. Describe how the school will work with the sponsor and through the IEP process to determine whether a student with a disability whose education needs require a separate classroom (less than 40% of instruction occurring with non-disabled peers) can be provided FAPE by the school.

Through the IEP process, the IEP team may determine that after receiving specially designed instruction, related services and supplementary aids, a SWD requires a separate classroom for less than 40% of instruction occurring with their non-disabled peers.

In determining the appropriate placement, the following factors will be considered:

- the educational benefit to the student from regular education in comparison to the benefits of special education;
- the benefit to the disabled student from interacting with nondisabled students; and

- the degree of disruption of the education of other students resulting in the inability to meet the unique needs of the student with a disability.

The IEP team will determine the frequency, location, and duration of services and modifications. The School shall have designated space for the purposes of individual and small group instruction with a certified ESE teacher; reading instruction; math instruction; career and post-secondary planning; and social/emotional supports. These spaces and the associated instructional and support staff may play a role in the plan to provide FAPE for students who require separate classroom instruction.

6.H. Describe the plans for monitoring and evaluating the progress and success of students with disabilities to ensure the attainment of each student's goals as set forth in the IEP or 504 plan, including plans for promoting graduation for students with disabilities (high schools only).

The entire instructional team will track student progress on a continuous basis using a specially designed internal electronic data management information system (MIS) that includes a learner profile for each student. The learner profile will collect, store, and analyze student test data as well as document tiered academic interventions and other services provided to the student.

The School will monitor and evaluate the progress and success of SWDs on a yearly basis to ensure the attainment of each student's goals as set forth in the IEP or 504 plan. The IEP team will also measure the progress that SWDs are making toward their annual goals on a quarterly basis. The School will ensure that parents are notified of the progress their child has made toward their annual goals quarterly and concurrent with the issuance of report cards. The goal status reports will reference the data collected along with a description of the student's progress. A copy of the goal status reports will be placed in the students' cumulative record. The IEP team will compare the progress reports with the Present Levels of Educational Performance (PLEP) described at the beginning of the school year to identify if the student is making progress. If the student is not making adequate progress, the IEP team will reconvene to address the IEP goals and to ensure the student is receiving the amount of services and accommodations according to the IEP. Based on the progress made towards their annual goals, the IEP team will determine whether additional services, supports or modifications to instructional practices are necessary to meet the specific needs of the students.

6.I. Identify the staffing plan, based on the above projection, for the school's special education program, including the number and qualifications of staff.

The School will operate as a double session school and offer at least two (2) daily instructional sessions. Students will choose to attend one of the sessions (or more as space permits).

The initial ESE staffing for the school will be one (1) ESE teacher. As enrollment increases and need arises, one or more part-time or additional full-time ESE teachers will be added to ensure that students' needs are met. In addition, the staff will be supplemented by contracted ESE providers as needed based on the specific support needs defined by student IEPs. All subject area teachers supporting ESE students will hold Florida Professional Teaching credentials and the additional specific qualifications required of the ESE teacher(s) can be found in the ESE Teacher Job Description (Attachment Q). In addition to the ESE teacher(s) and subject area teachers, ESE students will be

supported by a plethora of school support staff to include but not limited to a Family Support Specialist (i.e., social worker), Career Coach, and Reading Interventionist.

The ESE teacher(s) will ensure the implementation of all IEPs, EPs, and Section 504 Plans. The needs of the students with disabilities population will determine the responsibility of the ESE teacher. The ESE teacher will provide services within the General Education setting through consultation, collaboration, and/or support facilitation, as well as maintain all ESE and Section 504 Plan records in compliance. The ESE teacher(s) may co-teach a class in Reading/English Language Arts and/or Math and meet the needs of those students as well as to consult with the General Education teachers on a weekly or monthly basis. The purpose is to ensure that SWD students on consultation are making progress and accessing the curriculum.

The ESE teacher(s) may also provide instruction to ESE students in a separate or resource class, if the IEP determines there is a need for this service. The ESE office is equipped to function as a separate room to deliver instruction. If the need occurs, the school will hire one or more additional ESE teacher(s) to meet the needs of the students with disabilities population.

The School will also ensure compliance with s. 1012.585, F.S.: Beginning July 1, 2014, an applicant for renewal of a professional certificate must earn at least one (1) college credit or equivalent in-service points in teaching students with disabilities.

6.J. Describe how the school's overall effectiveness in serving exceptional education students will be evaluated.

The Director of Compliance from the Educational Services Provider (ESP) will play a lead role in monitoring the School's compliance with all district, state, and federal regulations to ensure that all ESE students are receiving appropriate services and all IEPs are current. The ESP will work with the School to conduct internal audits of student records at least twice per year. Members of the Compliance and Professional Development Departments for the ESP will provide ongoing training and professional development to all teachers and school leaders to ensure that quality IEPs are written and effective services are provided to ESE students.

The School's effectiveness in serving ESE students will be evaluated based on each student's success in meeting the goals on his/her IEP, and on the same criteria used to evaluate the School's success in serving all students: grade promotion, credit accumulation, state assessment results, graduation, and successful postsecondary transition. The results on these criteria for students with disabilities will be disaggregated from the general population and reviewed to determine the School's efficacy in serving this population.

6.K. Describe how the school will serve gifted and talented students.

(1) Gifted Services

For any student attending the School who has qualified for gifted services, the School will provide the appropriate services required by that student as delineated on the student's Education Plan (EP) and in the district's policies. *Florida's Frameworks for K-12 Gifted Learners*[55] guides curricular modifications

[55] Florida Department of Education, Working on Gifted Issues Challenge Grant, and Florida Association for the Gifted (FLAG). (2007). *Florida's Frameworks for K-12 Gifted Learners.*
Available online at http://etc.usf.edu/flstandards/sss/frameworks.pdf

of Florida's Next Generation Sunshine State Standards to create an appropriate level of challenge for gifted students.

Gifted students will be provided with programs that provide the maximum development of each student's academic talents. Gifted students will have access to differentiated services and educational opportunities that are challenging, accelerated, enriched, and innovative. Additionally, the School will provide gifted and talented students with differentiated pedagogy that promote experiences that replace, supplement, or extend learning opportunities. The School will facilitate student access to appropriate learning opportunities in advanced programs through differentiated instruction. Gifted students will increase achievement through the acquisition of enhanced thinking and problem-solving skills. The School will promote the acceleration and enrichment of gifted and talented students through the use of investigative and shared inquiry skills, special interests, and development of academic talents.

Curriculum components will include: remediation, enrichment, acceleration, and pacing guides. Additionally, honors courses will be provided to promote critical thinking skills. Advanced Placement (AP) programs will be offered to provide challenging, college-level course work for high school students. Qualified students will be allowed to enroll in Dual Enrollment in college courses through local and state colleges and universities while still in high school. Credit earned through Dual Enrollment will be used towards fulfillment of a high school graduation requirement and can also be used as college credit.

Curricular modifications for gifted learners will be designed to address the need for more complex tasks, exposure to a broadened scope of information, an emphasis on multiple perspectives, more rapid pace of instruction, a greater focus on higher order thinking skills, and more sophisticated products/performances. In the event that one or more gifted students enroll at the School, a certified teacher with a gifted endorsement will be employed to meet the specialized and individualized needs of gifted students.

(2) Effectiveness in Serving Students who are Gifted

The School's effectiveness serving students who are gifted will be evaluated based on each student's success in meeting the goals on his/her Education Plan (EP), grade promotion, credit accumulation, graduation, and successful postsecondary transition. If a student does not exhibit mastery of defined EP goals, the Gifted Teacher will work with the classroom teacher to provide additional accommodations to the curriculum and/or pace of delivery within the general learning environment. All classroom teachers will be provided with the appropriate information included in the student's EP, as well as the resources needed to address the identified goals.

7. ENGLISH LANGUAGE LEARNERS

7.A. DESCRIBE HOW THE SCHOOL WILL MEET THE NEEDS OF ENGLISH LANGUAGE LEARNERS AS REQUIRED BY STATE AND FEDERAL LAW, INCLUDING THE PROCEDURES THAT WILL BE UTILIZED FOR IDENTIFYING SUCH STUDENTS, ENSURING THAT THEY HAVE EQUITABLE ACCESS TO THE SCHOOL'S PROGRAMMING AND COMMUNICATING WITH THEIR FAMILIES.

The purpose of the School's English for Speakers of Other Languages (ESOL) program will be to ensure that English Language Learners (ELLs) (including immigrant youth) attain English proficiency and meet the same student academic achievement standards that all students are expected to meet.

The School will abide by the requirements of the *LULAC et al. vs. State Board of Education Consent Decree* aka the FL Meta Consent Decree (1990). The School shall also subscribe to the guidelines set forth in the U.S. Department of Education's Office for Civil Rights publication, *"The Provision of an Equal Education Opportunity to Limited English Proficient Students" (1992).* Additionally, the School will comply with the *District Plan for English for Speakers of Other Languages (ESOL)* and all subsequent state mandates as indicated in (Rules 6A-6.0900 to 6A-6.0909) pertaining to the following: Identification and Assessment; Equal Access to Appropriate Programming; Equal Access to Other Programs; Personnel; Monitoring; and Outcome Measures

The School will provide ELLs access to programs and services which are equal and comparable in amount, scope, sequence and quality to those provided to English proficient students and which are understandable to the student given his or her level of English language proficiency.

(1) Procedures for Identifying ELL Students

(a) ESOL Program Entry Criteria/Assessments

During the school enrollment process, all ELL or immigrant students will be required to have a Date Entered United States Schools (DEUSS date). The DEUSS date will be captured on the new student enrollment form.

The term immigrant children and youths refer to individuals who:

- are ages 3 through 21; and
- were not born in any State, the District of Columbia or Puerto Rico; and
- have not been attending one or more schools in any one or more States for more than 3 full academic years

The School will work closely with the School District to determine if enrolling students have already completed the HLS while enrolled in another school in the District. All students entering Manatee Public Schools for the first time will be surveyed with the Home Language Survey (HLS) upon enrolling at the School. The HLS is the first step in the identification of a potential ELL student. According to Rule 6A-6.0902, the survey shall include the following three questions:

1. Is a language other than English used in the home?
2. Does the student have a first language other than English?
3. Does the student most frequently speak a language other than English?

The School will assign as an ESOL Contact a teacher with an ESOL Endorsement or ESOL Certification who will be fully trained in all State and Local ESOL procedures and will play the lead role in ensuring compliance and effective ESOL programming for all eligible students. The ESOL contact will administer the Ballard & Tighe's IDEA Language Proficiency Test (IPT) Aural/Oral within the first 20 school days of enrollment to students with a "yes" response to any of the (3) Home Language Survey (HLS) questions. If question two or three on the HLS are answered "Yes", the student will be automatically placed in the ESOL Program with an ESOL endorsed or ESOL certified teacher. If the student's parent/guardian answers "no" to all three (3) questions from the HLS, the student is not considered a potential ELL student and will not be assessed for English language proficiency.

If the IPT Aural/Oral identifies tested student as LES or NES, no further assessment is required and the ESOL Contact will create the ELL monitoring folder to include the ESOL plan, diagnostic test report, initial eligibility letter and programmatic assessment. The ESOL Contact will send home the eligibility letter and notify the classroom teachers of any new students enrolled at the school.

If the IPT Aural/Oral identifies the student as a Fluent English Speaker (FES), the ESOL Contact will administer the reading and writing portion of the Ballard & Tighe's IDEA IPT Reading and Writing (IRW) within 20 days of the student's initial enrollment. If proficient in Reading and Writing, the student is reclassified as a non-ELL and no further action is required. If non-proficient, student's classification remains active ESOL (LY) and the School will conduct a Programmatic Assessment to make an appropriate placement. The entire assessment process will not exceed thirty (30) school days from initial enrollment.

For in-county transfer students, the School's ESOL Contact will verify if the student was previously identified as an ELL in a Manatee County public school. If the student was previously placed in the ESOL program, he/she will continue to receive ELL services at the School. The ESOL Contact will make sure that all ELL records have been requested, received, updated and are in compliance. If there is no ELL test data in the district system, the ESOL Contact will contact the previous school to confirm that the student was not tested at that school and will immediately set up assessments if it is determined that they are in fact needed. For students enrolling from another Florida county who indicate a "yes" to any of the three HLS questions, the ESOL Contact will take the necessary steps to get ESOL records from the previous county.

ELL students who score English proficient on the IPT Aural/Oral Test will be administered the Reading and Writing portion of the test. A student who scores at 32nd percentile or below in either Reading or Writing in the IPT/IRW test will be eligible to receive services from the ESOL Program. A student who scores at the 33rd percentile or above in both Reading and Writing in the IPT/IRW test is determined not to be eligible to receive services from the ESOL Program.

(b) Programmatic Assessment

Students who initially meet eligibility for the ESOL Program will participate in a Programmatic Assessment lead by the ESOL Contact in collaboration with parents and then reviewed by the ELL Committee [see section (c) below for a description of the ELL Committee and its members]. The Programmatic Assessment collects previous academic experiences and academic records. The School will place students who have educational records from their previous school system in a grade level and courses based on their academic records and in accordance with the District Student Progression Plan. The student will be enrolled in courses that are commensurate to his/her skills and achievement level for that subject area regardless of their level of English proficiency. Students who do not have documentation of previous school experiences will be placed in a grade level based on their chronological age. The School will work in collaboration with the District's ESOL office when making placement decision to ensure students are placed according to District guidelines.

In making placement decisions, the ELL Committee will consider the following factors: 1) extent and nature of prior educational and social experiences and student interview; 2) written recommendation and observation by current and previous instructional and supportive services staff; 3) level of mastery of basic competencies or skills in English and home language according to appropriate local, state, and national criterion-referenced standards; 4) grades from the current or previous years; 5) the student's age; and/or 6) other test results.

Placement and eligibility decisions can only be made by the ELL Committee. All decisions will be documented in writing.

Parent participation and written consent on the most appropriate placement for the student will be documented as part of the process for ELL Committee meetings. Documentation of all Committee decisions made will be kept in the Student ELL Plan and placed in the student's cumulative folder. Parents will be provided with a copy of all forms signed by those members present at the meeting and completed in a language parents understand, as feasible.

Students with limited or no prior school experience will be assessed and placement will be made based on the student's age appropriateness (regardless of English proficiency), educational background, and parent interviews. The School will follow the State Uniform Transfer of Credit guidelines when determining credit to be awarded to students transferring from other countries as indicated in the Student Progression Plan.

(c) ELL Committee

The School will have an ELL Committee composed of the following: administrator or designee, teacher(s) with ESOL certification or endorsement, home language teacher (if any), classroom/subject area teacher, ESOL Contact, and Family Support Specialist. In addition, other educational personnel such as a school psychologist may participate if/when the Committee determines appropriate. The parent(s)/guardian(s) will be invited to attend the ELL Committee meetings for their student. The School will keep a record of parent/guardian meeting notifications.

The ELL Committee will be convened for the purpose of analyzing all available academic information and determining the most appropriate educational placement. The ELL Committee shall use the assessment instruments described above as well as any other academic information to ensure that the student is placed in the instructional program or combination of instructional programs that best meet his/her academic needs. The documentation of the assessments used and the justification for such action will be maintained in the student's individual ELL plan. If the ELL Committee's decision is to place the student in the ESOL program, then the basis of entry will be documented in the Individual Student ELL Plan.

The IEP Committee serves as the ELL Committee for ELL students with disabilities. IEP committee members will include those required for an ELL Committee.

(d) ELL Student Plan

When the new student enrollment process is completed, the School Data Specialist will enter all demographic and assessment information as required in the District information system. Once this process is complete, the ESOL Contact, in collaboration with the ELL Committee, will develop and/or update the student ELL plan and any other pertinent information.

The Student ELL Plan will be incorporated in the Individual Educational Plan (IEP) of an ELL Students with Disabilities (SWD). The IEP will indicate all programs, services, and supports that are provided to an ELL SWD. Once completed or updated, the student's ELL Plan will be printed and placed in the ESOL Monitoring folder that is part of the permanent student cumulative record folder. The ESOL Contact will be responsible for developing and updating all Student ELL Plans at the beginning of each school year.

The ELL Plan includes the following elements:
- Student's name
- Date ELL Plan is completed
- Schedule with instruction by program
- Amount of instruction time
- Date student is identified
- Assessment data used to classify or reclassify the student
- Date of exit and assessment data used to exit the student from ESOL.

Student plans are developed with input from previous and current teachers through interviews to gain information on socialization and participation in the general education classroom. The student's schedule will be attached to each ELL plan. A copy of the ELL plan will be given to the data entry person for entry in the student information system. Any change in a student's schedule will require a new plan.

Additionally, as part of the ELL Plan, the following will be included in the ESOL Monitoring Folder:
- Home Language Survey
- ESOL tests
- Parent Notification letter
- ELL Committee Notification letter(s)
- Secondary Student Schedules

ELL Plans will be updated whenever an ELL committee meeting is held to include annually at the beginning of every school year to reflect current services; on the anniversary date of the student's entry into the ESOL program; and any time there is a change in the student's educational plan.

(e) ACCESS for ELLs 2.0 Assessment
The School will use the Access for ELLs 2.0 assessment to assess aural/oral proficiency. Per Rule 6A-1.09432, ACCESS for ELLs 2.0 is a secure large-scale English language proficiency assessment administered to Kindergarten through 12th grade students who have been identified as ELLs. It is administered annually to monitor students' progress in acquiring academic English. The assessment measures proficiency in all 4 language domains (Listening, Speaking, Reading, and Writing). ELLs can be at any one of six levels of proficiency.

(2) Equitable Access to School Programming
The ELL Committee will use the ELL Plan to document the instruction, supports and specific ESOL instructional strategies determined most appropriate for each student. ELL students enrolled in the School will be entitled to programming that is appropriate to their level of English proficiency, their level of academic achievement, and any special needs they may have.

ELL students will have equal access to appropriate English language instruction in the core subject areas that is: (1) understandable to their given level of English proficiency; and (2) equal and comparable in amount, scope, sequence, and quality to that which is provided to English proficient (non-ELL) students. General curricula and materials will be the same as those used with non-ELL students. The schedules of ELL students will be comparable to those of non-ELL students containing the same subject area classes and are equal in scope, sequence and content.

The School's instructional programming, practices and strategies are described in Section 7.B.

(3) Parent Notification

Parents will be notified of the placement of their child in the ESOL program via a translated Parent Notification Letter. All communication with parents will be in the parents' native language to the extent feasible.

The letter will be dated to correspond with the entry date in the ESOL program. The letter will be sent home to the parents/guardian and a copy of the letter will be kept in the student's ESOL Monitoring folder. As long as the student is eligible to receive ESOL services, a new Parent Notification Letter will be completed at the beginning of each school year and whenever there is a programmatic change. The School will keep copies of each of the letters that have been sent home during the time the student receives ESOL services.

Parents will also be notified of assessments and available accommodations, results of assessments, program delivery model options, retention/remediation, exit from the ESOL program, reclassification (if needed), and invitations to participate in ELL Committee meetings. Invitations for meetings shall be provided with sufficient time for the parent to plan for participation or propose an alternative date/time to ensure their ability to participate.

School based information that is provided to all parents will also be provided to parents of ELL students in the parents' native language to the extent feasible. This includes, but is not limited to, free/reduced price lunch information, state assessments and results, invitations to participate in special programs, parental choice options, registration forms and requirements, disciplinary forms, information about opportunities for parent involvement, etc.

7.B. Describe specific instructional programs, practices, and strategies the school will employ to ensure academic success and equitable access to the core academic program for these students, including those below, at, or above grade level.

(1) Instructional Programs

Students of all abilities, as well as those who are members of special populations, will be welcomed at the School and will be provided with a rigorous and relevant education that incorporates the accommodations specified on their individual plans to ensure academic success and access to our core academic program. The School will use one of the following instructional model(s) based on the individual needs of each ELL student enrolled and requiring participation in an ESOL program:

- Sheltered - English: Sheltered instruction refers to a model where only students who are learning English are grouped and receive specialized English language instruction from either the ESOL teacher or a Language Arts Teacher who is also ESOL certified or endorsed. The teacher provides uninterrupted ESOL/Reading and/or Writing instruction only for students identified as ELL at a location designated specifically and exclusively for ELL instruction.

- Mainstream/Inclusion model – English Language Arts (ELA): In this model ELL students are grouped together with students who are fluent in English in their ELA course(s). The classroom teacher adapts lessons for the student using specific strategies by providing specialized English

language instruction. The language of instruction is English and native language assistance is provided as needed. A teacher with ESOL certification or endorsement comes into the classroom ("push-in") to provide specialized English language instruction.

- Mainstream/Inclusion model – Core/Basic: In this model ELL students are grouped together with students who are fluent in English in core subject area classrooms (not ELA). The language of instruction is English and native language assistance is provided as needed. A teacher with ESOL certification or endorsement comes into the classroom ("push-in") to provide specialized English language instruction and/or an ESOL certified/endorsed classroom teacher adapts instruction to address the language proficiency needs of ELL students. The academic content is mathematics, science, social studies, and computer literacy.

(2) Instructional Practices- ESOL Accommodations and Supports

The School's ESOL program is designed to address English language acquisition and development needs while ensuring that students make adequate progress toward meeting or exceeding the achievement of Florida standards and the achievement of a standard high school diploma. Based on a student's English language proficiency, classroom teachers must ensure and document that ESOL accommodation, strategies, and supports are in use in their classroom.

Accommodations include changes that can be made in the way instruction is provided to the ELL student and how the student demonstrates acceptable performance. Accommodations do not alter in any significant way assignments or assessment measures utilized by classroom teachers rather they allow an ELL to effectively access course content. The School's core instructional software includes extensive scaffolding for ELL students. Controlled vocabulary and syntax, chunked text, and short page lengths with limited scrolling facilitate reading comprehension. Additionally, students will be able to listen to instruction through a text-to-audio feature in English as well as 20 additional language translations. This accommodation is available in all courses offered through the Edmentum curriculum. The curriculum also uses mixed media to allow students the ability to observe and study multiple representations of concepts and build background knowledge.

In addition to the accommodations built into the online curriculum, Teachers will include evidence of ESOL practices in their lesson plans for direct instruction. Teachers of ELL students will supplement their instruction with a wide variety of materials designed to help students acquire language proficiency and academic content. ESOL instructional practices will include using frequent visuals and graphic organizers, providing cooperative learning activities, simplifying the language of instruction without changing the content, and providing alternate assessment as necessary. Instructional practices are individualized to suit the English language developmental level of the student and ensure that the student understands the instruction.

School leadership will be responsible for monitoring the delivery of comprehensive ESOL instructional practices in the school. The use and monitoring of ESOL instructional practices will occur daily. The School's ESOL Contact will progress monitor each student as well as make sure that proper accommodations are being provided in the regular classroom setting.

ESOL supports refer to sensory, graphic, and interactive resources embedded in instruction and assessment provided to assist students in constructing meaning from the language and content of classroom experiences. Sensory supports help students to process information other than via written or oral language. Graphic supports provide pictorial representations used to organize or summarize

information, while interactive supports promote comprehension and expose students to a variety of communication styles.

(3) Instructional Strategies
The School will implement instructional strategies that establish an action plan for achieving ESOL program and individual student goals.

(a) Individualized Program
The School's academic program is highly personalized. This individual approach begins with enrollment when a baseline academic assessment will be administered to all students using the General Assessment of Instructional Needs (GAIN) or other approved assessment. This will allow staff at the School to immediately begin to identify each individual student's strengths and needs in addition to their unique language needs. An Individual Success Plan (ISP) will be developed for each student laying out the courses and exams needed for middle school promotion/high school graduation. New students' transcripts will be obtained from the student's last school attended and reviewed by teachers and/or administrators for input into each ISP. This information is also projected to each student in their individual MY SUCCESS® Dashboard which serves as a daily road map allowing students to see their ISP progress in real time.

In the interest of ensuring an effective match between student learning needs and styles, and available curriculum, assessment, and software, the School will continuously review the assessments used by the School and the research and development of new options that may become available. The Board and school administrators will remain open to selecting and replacing this planned assessment should more appropriate options become apparent in the future.

The School's educational model will offer an individualized program for each student to progress at an appropriate pace based on his/her individual learning needs. Using a combination of direct instruction, instructional software aligned to the Florida Standards, and supplemental materials, the curriculum will have the breadth and depth to meet the needs of the student population and provide students with the required courses to succeed on the , state assessments and comply with state graduation requirements to earn a high school diploma.

In order to meet the unique needs of the ELLs, the School will enroll students in the following ESOL courses:

- Developmental Language Arts course - This course is recommended for ELL students who are non-English speaking and/or at the beginning or intermediate level of English language proficiency. The delivery of instruction of this course focuses on language development by incorporating instruction on grade level reading benchmarks. This course will be delivered by instructional personnel who possess a literacy micro-credential or are certified or endorsed in reading.
- Intensive Reading course - This course is recommended for ELL students who are at the advanced level of English language proficiency but not yet proficient as determined by their performance on state assessments. The delivery of instruction in this course focuses on building reading and literacy skills using ESOL instructional strategies. This course will be delivered by instructional personnel who possess a literacy micro-credential or are certified or endorsed in reading.

Additionally, multiple course pathways will make it possible to provide the right level of instruction to meet the unique needs of each student. Foundations courses will provide structured remediation

focused on developing reading, writing, and math skills and strategies. Literacy scaffolding supports are embedded throughout all Edmentum courses. Other levels of courseware include Core, Honors, and Advanced Placement. Core courses are standards-based general studies courses that meet the needs of a range of students as they endeavor to master rigorous content and earn credits toward high school graduation. While Core courses assume readiness for grade-level academic challenges, they also include targeted scaffolding for students who benefit from additional learning support. Each semester course offers 70–90 hours of interactive direct instruction, guided practice, and integrated formative, summative, and diagnostic assessment.

(b) Multi-tiered System of Support (MTSS)

English Language Learners (ELLs), in the ESOL program for more than two years who have "been diagnosed" with deficiencies in reading, writing and/or math will be referred to the MTSS program. The School will use its individualized program and (MTSS) to match quality interventions to address the ELL student needs. The MTSS addresses the academic and behavioral needs of all students through a multi-tiered continuum of services that provide: (1) high-quality instruction and scientific, researched-based, three-tiered intervention strategies aligned with individual student need; (2) frequent monitoring of student progress to make results-based academic or behavioral decisions; (3) data-based school improvement; and (4) the application of student response data to important educational decisions (such as those regarding course placement, intervention, curriculum and instructional goals, and instructional methodologies).

Three tiers define the interventions for the MTSS process. These tiers include increasing levels of intervention intensity.

- Tier 1 Intervention: Instruction for all students, prevention, and differentiation
- Tier 2 Interventions: Targeted interventions for students at-risk
- Tier 3 Interventions: Planned/Intense interventions for students with intensive needs

The School's MTSS team members will include but are not limited to the following: 1) classroom/ESOL teacher, 2) administrator, 3) reading teacher, 4) special education teacher, 5) career coach, and 6) family support specialist. The team will be responsible for ensuring that interventions and instructional resources are matched to students' needs. When addressing an ELL student, the ESOL Contact will convene an ELL Committee Meeting for a performance review, prior to starting the MTSS process: The team will use the following process:

- Define the problem
- Analyze the problem using available data
- Develop and implement a plan that includes one or more performance goals for the student
- Measure the student's response to the intervention by using data from progress monitoring
- Continue or adjust the intervention based on the student's response and progress

The three tiers of MTSS are described in detail in Section 4. F. This description applies to mainstream as well as special population student (i.e., ELL students) interventions and instructional strategy for ensuring equitable access to the School's core academic programming for students performing below grade level.

7.C. Provide plans for monitoring and evaluating the progress and success of ELL students, including exiting students from ELL services.

(1) Monitoring and Evaluating Progress and Success

The entire instructional team will track student progress on a continuous basis using a specially designed internal electronic data management information system (MIS) that includes a learner profile for each student. The learner profile will collect, store, and analyze student test data as well as document tiered academic interventions and other services provided to the student. The test data will populate into the student's ISP to show which state assessments the student is required to pass to graduate per state regulations. The learner profile will identify the student's desired post-secondary pathway and profession, along with links to the Student Services page showing interventions provided to each student by faculty and outside service providers. The learner profile will also enable faculty and administrators to use student performance and progress data to inform customized learning plans and interventions resulting in students graduating prepared for post-secondary success.

An ELL student will not fail a course and/or be retained based only on their limited English language proficiency. The ELL Committee will be convened if an ELL student is at risk of course failure and/or grade retention. In consideration of the student's English proficiency level, the MTSS shall be implemented and monitored to ensure accommodations, supports and ESOL strategies that ensure instructional success. When at risk of course failure or grade retention, the advisory teacher will provide evidence of all accommodations and supports provided through the curriculum, supplemental materials, assessments, and differentiated direct instruction throughout the school year. In addition, parents and/or guardians and the ELL Committee will be notified of lack of adequate performance to ensure effective intervention prior to course failure and/or retention considerations.

Students who are exited from ESOL services and remain in the School will be monitored for two (2) years from their exit date in order to ensure success in the mainstream classroom/programming. The School's principal will establish a school procedure to ensure that all former ELL students will be monitored by the Reading/Language Arts teacher. The ESOL Contact will complete the Follow-Up Progress Review form in Project ELL and send a copy to the parents. Multiple sources of data and evidence will be considered to determine progress. These data sources will include, but are not limited to, progress reports, report cards, test scores, classroom performance, and observations.

The 2-year monitoring will take place at the end of each semester after exiting the ESOL program until all four post program reviews are completed. Documentation of ESOL-exited students will occur at the end of each student's first semester after exit, second semester, third semester, and last progress report of the school year in April.

If it is determined that a student is not making satisfactory progress, an ELL Committee meeting with parental participation will take place. The ELL Committee will review all pertinent information and recommend an appropriate educational plan. The committee may recommend initiating an Academic Improvement Plan (AIP), adjusting the student's schedule, referral for counseling or other student services, or reclassification of the student as ELL.

(2) Extension of Programming

In accordance with State Rule: 6 A-6.09022, ELLs must have an annual re-evaluation for extension of program services after a 3-year period of ESOL Services. The ELL Committee will be convened no earlier than thirty (30) school days prior to the third anniversary of the student's initial enrollment date in a school in the United States, and no later than the anniversary date, except if the student's anniversary date falls within the first two (2) weeks of any school year, the ELL committee may

convene no later than October 1st. This process shall be completed annually thereafter. The re-evaluation consists of the following:

- The yearly Spring Assessment: ACCESS for ELLs 2.0 will be used for re-evaluation if the student's DEUSS date falls from August through October 1st unless the student is missing the ACCESS 2.0 composite score.
- If the student's DEUSS date falls between October 2nd and the end of the school year, the School will use the Ballard & Tighe's IDEA IPT battery prior to holding the ELL Committee meeting for reevaluation. It must be given within 30 school days of the DEUSS date but not past the DEUSS date.
- The ELL Committee meeting will be scheduled with a minimum of 3 school–based staff present at the meeting.
- ESOL Contact will complete the parent Notification of ELL Committee Meeting form in Project ELL, print and send home. The Parent must be invited to the meeting; however, they do not need to be present to hold the ELL Committee meeting.
- Conduct ELL Committee meeting, print committee report, gather signatures of individuals present at the meeting, and upload signatures page in Project ELL.

The ELL Committee will review the student's academic record holistically by considering the assessment results and the following factors to determine whether the student is English language proficient:

a) Extent and nature of prior educational or academic experience, social experience, and a student interview
b) Written recommendation and observation by current and previous instructional and support services staff
c) Level of mastery of basic competencies or skills in English and/or heritage language according to state or national criterion-referenced standards
d) Grades from the current or previous years
e) Test results other than IPT, FSA ELA Reading or ACCESS 2.0

ESOL services will be extended if the majority of the ELL Committee determines that the student is not English language proficient. If a majority of the ELL Committee determines that the student is English language proficient, the student will be exited from the ESOL program. The ELL Committee's decision on whether to extend or not to extend ESOL services will be documented and maintained in the student's file.

(3) <u>Exit Criteria and Procedures</u>

The School's ELL Committee will follow state/district procedures when exiting students from the ESOL program. An ELL student may be recommended for exit testing by parents/guardians, or instructional personnel directly involved with the student's education at any time following initial classification. ELL students will be eligible for exit from the ESOL program only when they are determined to be English proficient in listening, speaking, reading, and writing. Students in grades 9-12 eligible for exit from the ESOL program must score proficient on both listening/speaking and reading/writing criteria. The ELL Committee will review FAST ELA and FSA ELA and ACCESS for ELLs and/or IPT test results to determine continued program eligibility.

If a student's performance meets proficiency on the Spring ACCESS for ELLs and FAST ELA and FSA ELA, the student will exit the program and be monitored for two (2) years. If the student is proficient in ACCESS for ELLs FAST ELA, or FSA ELA, the ELL Committee will review instructional grades and other available data to demonstrate grade level reading proficiency and determine if the student should exit or remain in the ESOL program. Additionally, if a student's ACCESS composite and ACCESS reading score are at the proficient level, and the student scores proficient on the FAST ELA or FSA, the student will exit the program and be monitored for two (2) years. If a student's ACCESS composite and ACCESS reading score are at the proficient level, or the student scores at proficient on the FAST ELA or FSA, the ELL committee will convene to determine if the student should exit or remain in the ESOL program.

Parents/guardians will be invited to participate in the ELL Committee meeting to determine whether the student continues to be classified as ELL or is exited. The parents'/guardians' wishes will always be taken into consideration. The findings of the committee and their recommendations will be kept on file.

The following process shall be followed by the ESOL Contact and the School's ELL Committee when exiting an eligible student from ESOL programming:

- Identify exit eligibility based on District ELL Plan criteria and the full evaluation and determination by the ELL Committee.
- Update the exit information on the individual student ELL folder.
- Complete the appropriate section of the ELL folder with the assessment data used to determine English proficiency, date and signature. Provides the school data specialist with required exit data. The required information is entered in the State Database and District MIS as required.
- Notify the parents during the ELL Committee meeting and in writing following the meeting in their native language.
- Monitor the student for two (2) years from the exit date to ensure success in the general education classroom.

Re-entry into ESOL Program

The ELL Committee will convene for exited ELL students who have shown a decline of 1.0 in their overall grade point average following their exit from ESOL programming. The ELL Committee may also convene for students who have shown a decline in three or more elements (other than GPA) as indicated on the LEP Post-Program Review. Other information such as standardized test scores, teacher observations, counselor referrals, and parent requests may also assist the School in determining the student's progress and the need for convening the ELL Committee. The committee will review all pertinent data and recommend an appropriate educational plan. The ELL Committee may recommend initiating a Progress Monitoring Plan (PMP) through the RtI process, referring for counseling or other student services, or reclassifying the student as ELL.

The basis and nature of the recommendations will be made in writing and maintained in the student's permanent cumulative record folder. If the ELL Committee determines that the student continues to have language needs, the student will be reclassified as an ELL and reassigned into the ESOL program. The ELL Committee must document at least two (2) of the five (5) criteria established by the state:

a. Consideration of extent and nature of prior educational and social experiences and a student interview.

b. Written recommendation and observation by current and/or previous instructional and support staff and administrators,
c. Evidence of non-mastery of basic competencies in English skills referenced standards,
d. Grades from current or previous years,
e. Other assessments and test results (not to include IPT, ACCESS 2.0 or FSA ELA Reading)

The data in Project ELL will be updated to reflect the reclassification information. An interim IEP Committee may be convened at any time during the two-year monitoring period to discuss the progress of an ESOL student with a disability. The monitoring period will be documented on the IEP.

7.D. Describe the staffing plan for the school's English Language Learner program, including the number of and proposed qualifications of staff.

The School will operate as a double session school and offer at least two (2) daily instructional sessions for curriculum instruction, college and career preparation, and personal/social needs counseling. Students will choose to attend one of the sessions (or more as space permits). Thus, staffing levels are based on serving approximately 250 students in each of the sessions at full enrollment. The School anticipates serving a population of approximately 12% ELL students. This projection is based on applying a 1-2% increase over the percentage of ELL students currently being served in Manatee County schools within the target search area outlined in 2.D.:

High Schools	ELL %
Bayshore	16%
Braden River	5%
Lakewood Ranch	2%
Manatee	8%
Palmetto	7%
Southeast	20%
Average High School Percentage	**10%**

Middle Schools	ELL %
Braden River	9%
Buffalo Creek	3%
Carlos Haile	7%
Dr. Mona Jain	4%
Electa Lee	15%
Lincoln	15%
Martha King	7%
W.D. Sugg	29%
Average Middle School Percentage	**11%**

The School teaching staff will include at least one teacher in each of the sessions who has ESOL certification or endorsement and is also certified in a core subject area. The purposes of this position will be to provide staff support, with emphasis on programmatic assessment; scheduling; leading ELL committee meetings; monitoring former ELL students; and providing bilingual communication support to teachers, staff, and students. The employee in this position will interpret and translate classroom assignments, parent and student communications, and other school activities to support comprehension and transition for ELL students. This identified ESOL Contact will have a bachelor's degree in education, curriculum and instruction, or related field from an accredited college or university; teacher's certification with knowledge of the principles of secondary education, curriculum and instructional theory, use of data to drive program improvement; and the ability to communicate effectively both orally and in writing.

As stipulated in the Florida Consent Decree (META agreement), the School will also hire a bilingual Instructional Assistant when a minimum of 15 active students of the same home language are enrolled at the school.

Teachers who are required to obtain ESOL endorsements, or certification (Language Arts and Reading Teachers) will be notified by the school administrator of the requirements. In addition, teachers will be provided with training and professional development opportunities through the School District. It is the teacher's responsibility to complete each component within the timelines established by the Florida Consent Decree. Participants may enroll in courses offered during the first, second, and summer semesters.

All the School's staff members specifically the Principal, Assistant Principal, Reading, Language Arts and core content area teachers will be legally required to participate in training when they have an English Language Learner (ELL) student assigned to their class. Professional development will be available through local colleges and universities or through the School District's in-service training activities.

8. SCHOOL CULTURE AND DISCIPLINE

8.A. DESCRIBE THE CULTURE OR ETHOS OF THE PROPOSED SCHOOL. EXPLAIN HOW IT WILL PROMOTE A POSITIVE ACADEMIC ENVIRONMENT AND REINFORCE STUDENT INTELLECTUAL AND SOCIAL DEVELOPMENT.

It is the philosophy of the School to create a culture of caring, respect and results. A well-defined, universally communicated, and consistently enforced discipline code will ensure that students understand what is expected of them, the consequences for noncompliance, and the supports in place to help them succeed.

To promote a culture of caring, respect and results, students will be recognized regularly for meeting expectations and demonstrating success. Both schoolwide and classroom celebratory events will highlight students and their work. Teachers will make regular contact with parents to communicate and praise student progress. A student incentive program will also be implemented to reward students when they pass courses, pass state exams, demonstrate good attendance, demonstrate growth in their reading and math skills, and when they exhibit leadership or citizenship skills that represent the values of the School.

Through communication and enforcement of the Code of Conduct and Student-Parent Handbook (an example of this document is available here: Sample Student-Parent Handbook), the Board and School Administration will ensure that the staff is guided by the following philosophy:

- All negative behavior results in a consequence
- A positive and conducive learning environment cannot occur without maintaining order and discipline
- Discipline must be fair, firm, consistent, appropriate, and impartial
- Punishment must be appropriate for the misbehavior displayed
- Corporal punishment is not permitted
- All staff, parents, and students must be cognizant of the rules and what is expected of them
- All discipline must be consistent with all applicable laws and regulations related to student rights and due process

- A safe, clean, and orderly environment is an absolute prerequisite for effective teaching and learning. We will go the extra mile to help any student who wants to learn and better himself/herself; however, the School will not tolerate disruptive behaviors

The School will have a strict, consistently applied discipline policy for students who engage in fighting or other aggressive behavior. In addition, students who are disruptive or a danger to themselves or others will be dealt with immediately and in accordance with the School's Mental Health Assistance Plan. Required annual teacher professional development in *Handle with Care* will focus on helping teachers prevent and minimize disruptive and aggressive student behavior.

The School's service model includes a plethora of evidence-based activities that support the building and maintenance of a culture of caring, results and respect. Some of these key activities include but are not limited to:

- All staff members involved in daily student entry procedures where all students are greeted by name and recognized for attendance
- Teachers will make no less than one positive phone call home each month for each student
- Student achievement on reading growth, state assessments, attendance, course completions and graduation will be posted publicly on classroom and common area walls, school social media, and campus TVs to recognize and encourage students
- Monthly celebrations lead by school administration will highlight and celebrate notable individual student and schoolwide achievements
- The Career Coach will plan regular college and career fairs, college tours, and industry/career speakers to expose students to their post-secondary possibilities
- All staff will be trained on Youth Mental Health First Aide, Handle with Care, and a series of other annual development topics focused on effectively responding to the needs of an at-risk student population

8.B. State whether the applicant intends to use the local school district's code of conduct policy.

The School will follow the District's Code of Student Conduct.

9. SUPPLEMENTAL PROGRAMMING

9.A. Describe any extra- and co-curricular activities or programming the school will offer, if applicable; how often they will occur; and how they will be funded.

The School will sponsor student interest and need groups designed to enhance school culture, build student leadership skills, and provide added support to students. Some examples of these groups include Student Government; Book Club; Chess Club; School Philanthropy Club; Poetry Club; Job Club; and Teen Parent Group. These groups will occur weekly and students can choose to participate. These groups will not require additional funding.

If permitted by the School District, the school will allow student athletes to participate with their zoned district high school teams so long as they obtain and maintain the minimum academic and behavioral requirements as established by the District.

II. ORGANIZATIONAL PLAN

10. GOVERNANCE

10.A. DESCRIBE THE SCHOOL'S EXISTING OR PLANNED LEGAL STATUS, INCLUDING NON-PROFIT STATUS AND FEDERAL TAX-EXEMPT STATUS.

The applicant and governing entity for the School will be Florida High School for Accelerated Learning – Manatee, Inc., an existing, independent, Florida non-profit (Articles of Incorporation in Attachment H), which has applied to be an IRS 501(c)(3), tax-exempt organization (Attachment I).

10.B. PROVIDE THE FOLLOWING DOCUMENTS, IF AVAILABLE, AS ATTACHMENTS:

- **THE ARTICLES OF INCORPORATION FOR THE APPLICANT ORGANIZATION (OR COPIES OF THE FILING FORM) – ATTACHMENT H**
- **501(C)(3) TAX EXEMPT STATUS DETERMINATION LETTER (OR COPY OF THE FILING FORM) –ATTACHMENT I**
- **GOVERNING BOARD BY-LAWS – ATTACHMENT J**
- **GOVERNING BOARD CODE OF ETHICS AND CONFLICT OF INTEREST POLICY – ATTACHMENT K**

Each of the required documents has been included as the specified attachment.

10.C. DESCRIBE THE GOVERNANCE STRUCTURE OF THE PROPOSED SCHOOL, INCLUDING THE PRIMARY ROLES, POWERS, AND DUTIES OF THE GOVERNING BOARD; COMMITTEE STRUCTURE (IF APPLICABLE); AND HOW THE BOARD WILL INTERACT WITH THE PRINCIPAL/HEAD OF SCHOOL AND ANY ADVISORY BODIES.

The Board of Directors is the organization's governing body. As such, it will be responsible for ensuring compliance with the terms of its charter with the District, selecting the Principal, setting school policies, approving school budgets, and monitoring financial and student achievement objectives.

Specifically, the responsibilities of the Board shall include:

- Approval of operating policies and procedures
- Selection and engagement of the Education Service Provider (ESP), ALS Education, and oversight to ensure the ESP complies with all Florida laws and the terms of the Charter. Details about the selected ESP are included in Addendum B.
- Decision on whether the school will opt to receive a school grade or a School Improvement Rating as permitted by s. 1008.341, F.S.
- Approval of the annual budget
- Selection of Principal
- Review of Principal's job performance and professional development goals
- Review and decision on appeals of student disciplinary decisions
- Hiring an independent counsel to advise on all legal matters
- Hiring an accountant to perform bookkeeping services for the School
- Engaging an independent auditor to audit financial records in compliance with government auditing standards, pursuant to s. 1002.345(2), who shall submit the report to the governing body.
- Review and approve the audit report, including audit findings and recommendations for the financial recovery plan.

- Compliance with Florida's Public Records and Open Meeting Laws
- Documenting minutes, Board of Directors' actions, and approval of policies

The Principal, who is responsible for the day-to-day operations of the School, will have the most influence on the success of the School. The Principal will be a collaborative leader who will provide frequent and routine communications to the Board and stakeholders. The Principal will attend all board meetings to report on matters related to the daily operations of the school.

Ultimately, the success of the School requires cooperation between the Board of Directors and school leadership. The primary goal of both the Board and the school leaders will be to provide the best possible educational opportunities for students. To achieve this end, the Board, Principal and ESP will work together to ensure that the school is effective in achieving its mission at all times. The Board recognizes its ultimate responsibility as the governing authority over the charter and will take seriously its role in holding the school leader and ESP accountable for the roles they play in ensuring successful daily school operations.

10.D. State the frequency of board meetings and describe how the board will comply with open meetings and records laws.

As outlined in the bylaws in Attachment J, the Board will hold no less than four (4) public meetings per school year, more than the two (2) meetings per year required by Section 1002.33(7)(d)2., Florida Statutes. The Board is also committed to holding all meetings in Manatee County, more than the number of annual and special meetings specified in its Bylaws.

The Board will comply with open meetings and records laws by: posting all scheduled meetings for the school year on the School website at the beginning of each school year; ensuring that all meetings are open to the public and provide an opportunity for public comment; providing reasonable notice (as required by Sunshine Law) of all its meetings, whether regularly-scheduled or special meetings, on the school's website and with postings on the school doors in advance of the meeting; and promptly recording the minutes of all meetings and posting them on the school's website.

10.E. Describe the current and desired size and composition of the governing board. Identify key skills, areas of expertise and constituencies that are / will be represented on the governing board.

There are currently three Directors on the Board for Florida High School for Accelerated Learning – Manatee, Inc. It is expected that these founding Directors will remain in place once the School is open and operational. Per the Bylaws in Attachment J, the board will always have at least three members but not more than seven. The board will strive to always reflect the ethnic and cultural diversity of the students and communities it serves, and to include people with a range of professional skills capable of the organizational, pedagogical, legal, and other tasks required to open, operate and provide substantial governance oversight of the school:

- **Dwight Barber, Board Chair**, has worked with Job Corps programs that served at-risk and second chance students. These experiences highlighted for him the significant need to educate and prepare youth to be successful and productive citizens. As a mentor and JROTC instructor at Lincoln Memorial, he guided at-risk students to get back on track academically and to work on

the areas they needed to succeed and graduate. He is also the founder and CEO of Veterans Community Housing in Palmetto that provides education, mentoring and counseling to veterans.

- **Lawrence Rose, Board Vice Chair**, is the founder and CEO of Replay Outreach in Bradenton, a community service organization that helps at-risk teens by guiding them in discovering their potential, passion, and purpose through training, mentoring and empowerment. Mr. Rose is also the Financial Planner for Prudential Advisors, providing fiduciary investment and insurance solutions for his clients.
- **Walter Loos, Board Secretary and Treasurer**, is a business owner and entrepreneur in Manatee County, operating several successful businesses in the Bradenton area. In addition, Mr. Loos has served at-risk youth in many capacities such as running a shelter for children, incarceration programs and providing social services for children.

10.F. Describe how board members have been and will be selected including term limits and selection of officers.

The founding governing board members came together because they had an interest in helping solve the growing problem of high school dropouts in Manatee County. All three of the current board members have experience working with at-risk youth and are deeply compelled to play an active role in helping students overcome the obstacles to academic and personal success through the proposed school model. The board is committed to recruiting additional members who can complement the background and skills currently represented on the board with the goal of fulfilling the school's mission.

Board members are elected to a three (3) year term. Each Director holds office for the term to which he/she is elected and until his/her successor is elected and qualified or until his/her earlier resignation, removal from office or death (Directors are not term limited). It is expected that the founding Directors will remain on the Board once the school opens and is operational; it is expected, however, that additional Board members with a common interest will be recruited. As outlined in the Bylaws in Attachment J, officers (Chairman, Vice-Chairman, Secretary and Treasurer) will be elected at the Annual Board of Directors meeting. The office of Chairman may only be held for two consecutive terms, with the Director serving as Chairman not to be re-elected to that position until he/she has not served in the position for one year.

10.G. Explain how this structure and composition will ensure that the school will be an academic, operational, and financial success.

As demonstrated by their bios, the members of this Board have demonstrated their ability to be successful in the academic, operational and financial areas of charter school operation. The group intends to expand the board once its application has been approved to include professionals that will further enhance its expertise.

The Board of Directors will set policy and have ultimate authority and control over the School and hiring the Education Service Provider [ALS Education (ALS)]. The Board will meet at least quarterly, and at each meeting will expect school leadership and representatives from ALS to report on student achievement results. The Principal, with support from ALS, will be the policy-executor and undertake the day-to-day responsibility of carrying out the Board's directives.

10.H. Complete the table below (add lines as necessary) and for each individual identified here provide 1) a completed and signed Board Member Information Sheet (template provided), and 2) resume.

Name	Current or Prospective Governing Board Member?	Role on Board (e.g. Member, President, etc.)	Submission Requirements
Dwight Barber	Current	Chairman	__x_ Information Sheet __x__Resume
Lawrence Rose	Current	Vice Chair	__x__ Information Sheet __x__ Resume
Walter Loos	Current	Secretary/Treasurer	__x__ Information Sheet __x__ Resume

Attachment L includes, for each member, a signed board member information form and resume.

10.I. Describe the plans for board member recruitment and development, including the orientation process for new members and ongoing professional development to increase the capacity of the board.

The non-profit, tax-exempt applicant corporation is governed by leaders of the community who are engaged in community or public service and committed to the success of public education. A diverse Board of Directors able to recognize, articulate, and address the needs of its students through educational policies and social outreach efforts is in place. New board members may be elected to the board by a vote of the majority of the board. The process for electing new members to the board is described in the board's By Laws in Attachment J.

The Board of Directors includes individuals with a range of professional skills capable of the organizational, pedagogical, legal, and other tasks required to govern the opening and operation of a public school in accordance with this proposed charter application. Board member backgrounds are included in Section 10.E.

In order to assure that all board members have the knowledge required to successfully open and oversee a charter school, all new members of the Board of Directors will complete the four-hour orientation and training required by Florida statute, which addresses: government in the sunshine; conflicts of interest; ethics; and financial responsibility.

In addition, training will include: the roles and responsibilities of Board members; the Florida statute and local regulations governing the operation of charter schools; and key measures of student achievement, including the school's operating and instructional objectives.

Within three years of initial training and every three years thereafter, board members will complete the required two-hour refresher course.

10.J. Describe the board's ethical standards and procedures for identifying and addressing conflicts of interest.

The School's governing board is guided by a set of by-laws that define how the board will govern, including conflicts of interest. The By-Laws are included in Attachment J. Ethics and conflicts of interests are specifically addressed during the Board's orientation and governance training. The Board has developed a Code of Ethics (Attachment K) and will comply with the ethical standards of conduct set out in Sections 112.313(2), (3), (7), (12), and 112.3143(3), Florida Statutes.

Where any Board documents or policies are in conflict with Section 112.313(7) which provides in part, "No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee… nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties," such documents or policies will be amended at the next Board meeting following the discovery of the conflict.

Consistent with Florida law, each Board member will sign a Conflict of Interest statement prior to becoming a Board member and will sign annually thereafter. The Conflict of Interest Policy is also included in Attachment K.

10.K. Describe, if applicable, any school advisory bodies or councils that are in place or will be formed, including the roles and duties of each and the reporting structure of such entity relative to the school's governing board and leadership.

The school will form a School Advisory Council (SAC) in compliance with section 1001.452, Florida Statutes. The SAC will assist in the preparation and evaluation of the School Improvement Plan (SIP) and act as a resource to the school principal. The SAC will provide suggestions, strategies, and feedback as they evaluate the SIP. The SAC will review student achievement data and make recommendations. The committee will monitor the SIP and progress toward goals throughout the year. The SAC will review activities from the budget and determine which activities or events will enhance student achievement. At least one governing board member shall be a member of the SAC and the final School Improvement Plan developed for each school year shall be presented to the governing board for additional review, feedback, and approval.

10.L. Briefly explain the process that the school will follow should a parent or student have an objection to a governing board policy or decision, administrative procedure, or practice at the school. This includes the process for developing procedures for complaint resolution of parental concerns involving student welfare, including the student welfare provisions described in section 1001.42(8)(c)1.-6., F.S. The entire process or policy does not have to be developed; however, applicants should be able to articulate the primary steps.

The School has a comprehensive plan for resolving disputes between parents or students and the School. Parents and students are informed of the dispute resolution process as it is outlined in the Student-Parent Handbook, which they receive and sign upon the student's enrollment. Disputes with parents/guardians or students will be handled initially by the Principal or Assistant Principal in a professional manner, with dignity and respect.

- Depending on the nature of the dispute, the administrator (who may be either the Principal or Assistant Principal) will escort the parent/guardian or student to a private area to determine the nature of the complaint and begin collecting all of the relevant information and data (who, what, when, why, and where), to include parental concerns involving communication of student welfare.
- The administrator may include other School staff in the meeting to assist in determining other details related to the complaint/issue.
- The administrator will inform the parent/guardian or student that a full investigation of the complaint will be undertaken, and a resolution provided in a reasonable, agreed-upon timeframe.
- Depending on the nature and severity of the dispute, the administrator will inform the Board Chair of the complaint and the plan to address the complaint.
- The follow-up communication with the parent/guardian or student will be accomplished in an appropriate manner and may include a meeting at the School or telephone call with the appropriate administrator to discuss the results of the investigation and next steps.
- If the parent/guardian or student is not satisfied with the results, then the administrator will offer to refer the dispute to the Board.
- The Board shall have final authority to hear and decide on actions required in response to any/all legitimate student or parent concerns.

In turn, if there is a concern or dispute by a parent/ guardian or student against the principal, the parent/ guardian or student has the right to raise the concern directly and immediately with the Board for action and/or resolution.

The School will also comply with s. 1002.33(7)(d)1. F.S., which requires that each charter school's governing board appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns and resolve disputes. Contact information for the parent liaison will be made public and available as required. The representative will reside within the boundaries of the School District.

11. MANAGEMENT AND STAFFING

11.A. SUBMIT AS ATTACHMENT M ORGANIZATION CHARTS THAT SHOW THE SCHOOL GOVERNANCE, MANAGEMENT, AND STAFFING STRUCTURE IN

- THE PRE-OPERATIONAL YEAR;
- THE FIRST YEAR OF SCHOOL OPERATIONS;
- AT THE END OF THE CHARTER TERM; AND
- WHEN THE SCHOOL REACHES FULL CAPACITY, IF IN A YEAR BEYOND THE FIRST CHARTER TERM.

Organization charts are included in Attachment M for (1) the pre-operational year; and (2) all subsequent years of operation. As noted in the chart for the first and subsequent years of operation, the number of teachers will be adjusted so that there will always be one teacher for every classroom of 25 high school students and 22 middle school students. In order to ensure that all courses offered are covered by a credentialed teacher, the School will aim to hire teachers with multiple subject-area certifications. Because the number of students in special populations may vary from year to year, staffing for ESE, Reading, and ESOL support will be continuously reviewed and monitored to ensure adequate support and compliance with state regulations. When necessary, additional staff or contracted support will be hired.

11.B. Identify the Principal and provide as attachment N the proposed job description. If no candidate has been identified, discuss the process and timeline for recruiting, selecting, and hiring the school leader. Describe the criteria to be used in selecting this leader, and provide as Attachment O the position's qualification requirements. What are the key skills and competencies for the school leader? What qualities must the school leader have for this school to be successful?

A Principal candidate has not yet been identified. A Principal Job Description is included as Attachment N. The ideal candidate for the Principal position will be an experienced education leader who has demonstrated an ability to successfully lead and inspire students and staff. He/she will also be skilled at building and managing internal teams as well as collaborating with other stakeholders in the community to build partnerships that are beneficial to students' success.

Once the charter application is approved, the recruitment and hiring process will proceed as follows:

1. A nationwide search will be conducted, including referrals from board members, job postings in *Education Week*, Indeed, LinkedIn, CareerBuilder.com, and other pertinent publications.
2. Initial screening interviews will be conducted by phone to ensure that candidates meet expected qualifications.
3. Face-to-face interviews will be conducted on-site at another ALS managed campus.
4. Background and extensive reference checks will be conducted for final candidates.
5. Final candidates will be presented to the governing board for vetting and board interviews. The governing board will make the hiring decision and alert the ESP.
6. Upon the return of a successful background checks, an offer of employment will be extended to the candidate, offering a compensation and benefits package competitive with the local job market.

The qualifications for the School leader are outlined in See Attachment O.

11.C. Describe the management structure of the school. As Attachment P provide job descriptions for each administrative or leadership position that identifies key roles, responsibilities, and accountability.

As outlined above, the School will be led by a Principal who will be a qualified education leader. The other administrator will be the Assistant Principal, whose job description is in Attachment P.

The organizational and management structure of the School will facilitate the delivery of instructional and support services to students in an effective and efficient manner. As shown in the organizational chart in Attachment M, the Principal will be the direct supervisor of all of the educators at the School including content area teachers, ESE teachers, and all other instructional personnel.

All staff members will receive their job descriptions and will be held accountable for the primary responsibilities in the job descriptions.

The School will comply with and meet all requirements of the School District's charter school policy and any amendments thereto. Additionally, the School will meet all applicable state and local health, safety and civil rights requirements as required by Section 1002.33(9)(e), Florida Statutes.

11.D. PROVIDE A STAFFING PLAN FOR EACH YEAR OF THE CHARTER TERM THAT INCLUDES ALL ANTICIPATED PERSONNEL AND IS ALIGNED WITH THE SCHOOL'S PROJECTED ENROLLMENT AND WITH ALL OTHER SECTIONS OF THE APPLICATION. PROVIDE AS ATTACHMENT Q THE PROPOSED JOB DESCRIPTION AND QUALIFICATION REQUIREMENTS FOR THE SCHOOL'S TEACHERS.

STAFFING CHART						
	Start-Up	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
PROJECTED ENROLLMENT						
October		140	300	375	400	450
February		260	400	475	500	500
PROJECTED AVERAGE ENROLLMENT		200	350	425	450	475
PROJECTED STAFFING						
Position						
Classroom Teachers (NOTE: English Teachers will have ESOL Endorsement or ESOL Certification* One of these teachers will be the ESOL Contact, who will be fully trained in all State and Local ESOL procedures and will play the lead role in ensuring compliance and effective ESOL programming for all eligible students.)		5.00	7.00	9.00	9.00	9.50
ESOL Instructional Assistant* (If there are 15 students speaking the same native language, at least one aide or teacher proficient in the same language and trained to assist ESOL instruction will be added)		1.00	1.00	1.50	1.50	1.50
Total Instructional	**-**	**6.00**	**8.00**	**10.50**	**10.50**	**11.00**

ESE Teacher*		1.00	1.00	1.50	1.50	2.00
Reading Teacher*		1.00	1.00	1.00	1.00	1.00
Math Interventionist		0.00	1.00	1.00	1.00	1.00
Total Specialty	**-**	**2.00**	**3.00**	**3.50**	**3.50**	**4.00**
Family Support Specialist		0.50	1.00	1.00	1.00	1.00
Career Coach		0.50	1.00	1.00	1.00	1.00
Data Specialist		1.00	1.00	1.00	1.00	1.00
Total Pupil Personnel		**2.00**	**3.00**	**3.00**	**3.00**	**3.00**
Principal (3 months in start-up)	1.00	1.00	1.00	1.00	1.00	1.00
Asst Principal (3 months in start-up)	1.00	1.00	1.00	1.00	1.00	1.00
Total Administrators	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**	**2.00**
Enrollment Administrative Specialist (3 months in start-up)	1.00	1.00	1.00	1.00	1.00	1.00
Total Admin Support	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**
Security**		1.00	1.00	1.00	1.00	1.00
Total Security	**-**	**1.00**	**1.00**	**1.00**	**1.00**	**1.00**
TOTAL	**3.00**	**14.00**	**18.00**	**21.00**	**21.00**	**22.00**

**Staffing for ESE, Reading and ESOL support will be continuously reviewed and monitored to ensure compliance with state regulations and adequate support for these special populations. When necessary, additional staff or contracted support will be hired to meet the aforementioned regulations.*
***This "Security" specialist role is in addition to the School Resource Officer role defined by The Marjory Stoneman Douglas Act*

11.E. Explain the school's plan for recruitment, selection, and development of a highly qualified and appropriately certified instructional staff that is aligned with applicable federal laws and state requirements as well as the school's design.

The standards, job requirements, and duties of instructional staff are included in Attachment Q. All teachers will be certified consistent with the provisions of section 1012, F.S.

The steps in the recruitment and hiring process will generally follow the steps below, but may be modified slightly for particular positions:

(a) A nationwide search will be conducted, including referrals from board members, job postings in *Education Week*, Indeed, LinkedIn, CareerBuilder.com and other pertinent publications.
(b) The Principal or designee will review all resumes for teachers and staff.
(c) First round interviews will be conducted with the Principal or Assistant Principal.
(d) Background and extensive reference checks will be conducted.

(e) Upon the return of a successful background check, an offer of employment will be extended to the candidate, offering a compensation and benefits package competitive with the local job market for teachers and support staff.
(f) The governing board shall approve all new hires at regularly scheduled board meetings.

All faculty and staff will have the certification, endorsement, or other credentials required for their positions. All staff will participate in intensive new-hire training described below in the section entitled Professional Development. The ESP will provide intensive recruitment services to assist the Board and the school leadership in ensuring high quality talent for all school roles. The ESP will also provide vetting support to ensure that all potential staff members have the required credentials and necessary experience to perform the expected roles.

12. HUMAN RESOURCES AND EMPLOYMENT

12.A. Explain the relationship that will exist between the school and its employees, including whether the employees will be at-will. Discuss the school's tentative plan regarding use of employment contracts

The employees of the School will be employed by the ESP selected by the Board. As such, they will be privately employed. The Board may, at some point, contract with an employee leasing company, hire specific service providers for personnel and benefits, or negotiate other arrangements to ensure that the School will attract and retain the best possible faculty and staff. School employees shall have the option to bargain collectively, as required by Section 1002.33(12)(b), Florida Statutes.

The nature of the employment relationship between the ESP and its employees will be "at-will."

12.B. Provide the performance evaluation or a general outline of the performance evaluation plan, consistent with the substantive requirements included in s. 1012.34, F.S. (the Student Success Act), for administrators and instructional personnel including who will conduct the evaluations, what instrument will be used, and how the results will be used to guide performance and professional development. A final, detailed outline will be required after application approval.

The School intends to use a Teacher Evaluation System and School Leader Evaluation System based on the research of Marzano and aligned to *The Art and Science of Teaching*, and s. 1012.34, F.S. Consistent with the requirements of s. 1012.34, F.S. (the Student Success Act), using the Marzano based teacher and leader evaluation system, the School is committed to a rigorous and comprehensive performance evaluation system for both administrators and instructional personnel. The Marzano based teacher evaluation system focuses on the domains of effective teaching including classroom strategies and behaviors, planning and preparing, reflecting on teaching, and collegiality and professionalism. Each domain includes specific performance indicators assessed through observations, student data, and professional artifacts. The school leader evaluation system evaluates leadership effectiveness in domains such as data-driven focus on school improvement, instruction of a viable and guaranteed curriculum, recruitment and continuous development of teachers and staff, community of care and collaboration, core values, and resource management. These systems meet the requirements of s.1012.34, Florida Statutes. The school will use Marzano's Deliberate Practice to provide a focused approach to professional development where teachers actively engage in specific activities designed to

improve their teaching skills in targeted areas. The Deliberate Practice may be used as an option in place of the Individual Professional Development Plan (IPDP) for all instructional staff if the district/school follows the FDOE approved model and at least one of the Deliberate Practice growth targets is developed with consideration of appropriate student growth data. A Deliberate Practice Guide aligned to the state model will serve as a way for teachers to grow through a series of planned activities and professional development, reflection, and collaboration. The School's Deliberate Practice Plan will follow the Inclusive Method and be part of the individual's Instructional Practice Score, which is fifty-five percent (55%) of the overall evaluation. The regional director will conduct the evaluation of the principal, and the principal will conduct all teacher evaluations aligned with s. 1012.34, F.S. The regional director and principal will document the evaluations in iObservation. iObservation is an electronic management tool developed by Learning Science International and configured to the School's Teacher and Leader Evaluation System. In addition, iObservation will be used to document, and track the Deliberate Practice Plan. The administration will use the evaluation tool to guide professional learning for the staff members at the school.

12.C. Provide the compensation structure or a general outline of the compensation structure for all employees, including salary ranges and employment benefits as well as any incentives or reward structures, if applicable. How will compensation and other components factor into the staff retention plan?

The Board will assure, through its oversight of the School's budget, that a competitive, comprehensive salary and benefit package is used for attracting and retaining top-notch teachers, administrators, and other staff members. In addition to the established salary structure, the Board will require that the ESP implement a pay for performance plan consistent with Florida Statute and FDOE requirements. The Budget (Attachment X) takes into consideration the School's plan for pay for performance. Salary increases will be determined as follows:

- The criteria for earning the salary adjustment will be based on the School's approved evaluation system as described in section 12.B. and 13.A.3.
- Fifty percent (50%) of the funds will be used for salary adjustments and related benefits for FICA. Those who scored at *Effective* will receive at least Fifty percent (50%) and no more than 75% of the annual adjustment provided for those who scored at Highly Effective.
- Fifty percent (50%) of the funds will be used for a one-time salary supplement for those instructional personnel with certification(s) in critical teacher shortage areas (as identified by State Board of Education). Those with three or more certifications in critical teacher shortage areas will receive seventy-five percent (75%) more than those with one teacher shortage area on a professional or temporary teaching certificate. Those with two certifications in critical teacher shortage areas will receive fifty percent (50%) more than those with one certification in a critical teacher shortage area.

The salary ranges shall be consistent with current School District ranges and be evaluated regularly to ensure that they are competitive and support talent retention. Anticipated ranges based on current scales are as follows:

- Principal $95,000-$100,000
- Assistant Principal $60,000-$65,000
- Career Coach $42,000-$48,000
- Data Specialist $30,0000-$35,000
- Enrollment Administrative Specialist $32,500-$37,500
- Family Support Specialist $45,000 - $55,000

- Instructional Assistant $14.42 - $15.86 per hour
- Security Specialist $16.00 - $18.00 per hour
- Core Teachers $47,500 – $49,000
- Reading Teachers $48,000 - $50,000
- ESE Teachers $48,000 - $50,000

The School intends to offer the following components in its compensation plan:

- Competitive salary scales
- Health Insurance:
  - Medical insurance
  - Vision insurance
  - Prescription drug plan
  - Life Insurance
  - Supplemental Life Insurance
  - Short-term disability insurance
  - Employer Paid Long-Term disability insurance
  - Supplemental Long Term disability insurance
  - Employer Supplemented Health Savings Account
  - Health Care Reimbursement Account
  - Dependent Care Reimbursement Account
- 401(k) retirement program w/ Employer Match
- Professional Development Opportunities
- Promotion/Growth Opportunities
- Paid Leave – sick/personal/bereavement and jury duty
- Paid Holidays
- Tuition Reimbursement

12.D. Outline the school's procedures for hiring and dismissing school personnel, including conducting criminal background checks.

The hiring process will generally include the following steps but may be modified slightly for particular positions: The Principal will review resumes for all staff. All faculty and staff will be screened to ensure that they have the licensure, certification, endorsement, and/or other credentials required for their positions. First round of interviews will be conducted with the Principal or Assistant Principal. Background and extensive reference checks will be conducted. ALS will conduct a background check which includes a Social Security Trace, County Criminal, Statewide Criminal, Federal Criminal, Sex Offenders, and Education / Certification verification. Candidates will then be sent to the District per defined protocol for FBI fingerprinting and any other district clearance protocol. Upon the return of successful background checks by both the District and the ESP, an offer of employment will be extended to the candidate.

In the event an employee is not meeting the expectations of his/her job description, the School will implement progressive discipline procedures. The steps involve counseling employees, providing professional development and support, and evaluating the employee's performance. If, despite all attempts to assist the employee, he/she is not meeting the expectations of his/her job description, then the School will follow due process, as outlined in Section 12.F. below, to dismiss the employee.

12.E. If personnel policies have been developed, include as Attachment R. If personnel policies and procedures have not been developed provide a clear plan, including timeline, for the development and approval by governing board.

Personnel Policies are included as Attachment R

12.F. Explain how the governing board and school leadership would handle unsatisfactory leadership, teacher, or staff performance, as well as leadership or teacher turnover.

Although the Board oversees the overall operation of the school, its draft contract with the ESP (see Attachment EE), assigns the ESP the responsibility and authority to select, evaluate, assign, discipline, transfer and terminate personnel.

In the event an employee is not meeting the expectations of his/her job description, the School will implement progressive discipline procedures. The steps involve counseling employees, providing professional development and support, and evaluating the employee's performance. If, despite all attempts to assist the employee, he/she is not meeting the expectations of his/her job description, then the School will follow due process, as outlined below, to dismiss the employee.

- A Termination Checklist will be completed by the Principal (or the Principals supervisor) that includes, in writing, the reasons for the termination, and supporting documentation.
- Information submitted along with the personnel file will be reviewed by a trained human resource professional.
- If a decision is made to proceed with termination, a full Human Resources Review, Legal Review, and Stakeholder Review will be completed.
- Once all portions of the termination checklist are complete, the completed termination checklist will be forwarded to all appropriate parties for signature.
- If all items are not in place, documentation is not clear and concise, or if all employees in similar situations are not receiving the same action (if appropriate), the Principal/Regional Director will be advised regarding appropriate actions needed to continue the improvement process with the employee.
- Leadership and staff turnover data is analyzed on an ongoing basis to identify any potential trends and to inform employee relations strategies that lead to higher staff retention rates. Once staff vacancies are identified, the hiring manager works with the Human Resource department to advertise the vacancy and screen for the most qualified candidates.

13. PROFESSIONAL DEVELOPMENT

13.A. Describe the school's professional development expectations and opportunities for administrators and instructional personnel, including the following:

13.A.1. Identify the person or position responsible for overseeing professional development activities.

School leaders will support teacher professional development and structured professional learning that results in changes to teacher knowledge, practices, and improvements in student learning outcomes. Both formal and informal opportunities for teachers to learn and enhance their teaching is crucial to school improvement and student success. Both the Principal and Assistant Principal will collaborate to determine the needs of teachers and staff to ensure delivery of appropriate and effective professional development activities. School Leadership will be responsible for overseeing all professional development activities, with support from the ESP's Curriculum and Instruction Team. School leadership will organize and schedule the activities throughout the year and ensure professional development is aligned to the School Improvement Plan and rooted in best practice research supporting the growth of teachers.

Likewise, school leaders will participate in a regular cadence of leadership development opportunities through participation in internal and external leadership conferences and professional learning community (PLC) meetings. PLCs will focus on high impact leadership strategies that result in the attainment of key performance indicators.

13.A.2. Discuss the core components of professional development and how these components will support effective implementation of the educational program. Discuss the extent to which professional development will be conducted internally or externally and will be individualized or uniform. Describe how the effectiveness of professional development will be evaluated.

The core purpose of the School's professional development is improving student achievement. Teacher training and professional development will be aligned to the standards required by s. 1012.98 –School Community Professional Development Act, F.S. The School's systems and structures are set up to provide high quality job embedded learning experiences for all staff. Professional Learning is aligned to school goals; differentiated; linked to real issues; and provides both individual and collaborative opportunities for learning. The sharing of best practices and the use of formative feedback drives a culture of continuous improvement aimed at providing the best opportunities for teaching and learning. Professional development is rooted in best practice research supporting the growth of teachers.

The key drivers for professional learning within the School will be the following: grassroots communication systems and protocols driven through a teacher leadership pipeline/leadership pathway; the establishment and growth of teaming structures through professional learning communities; peer observation and formative feedback; peer coaching and mentoring and relevant professional learning content. Teachers may also participate in district-sponsored trainings, as well as local, state, and/or national conferences.

The effectiveness of school professional development initiatives shall be evaluated based on post training and PD feedback/surveys provided by participants. Effectiveness will also be evaluated based on the overall success in accomplishing the established objective for each initiative as determined by the accomplishment of key performance indicators at the participant or school level. Trainings or PD initiatives that fail to achieve desired results will be reviewed by school leadership and the ESP to refine and improve.

13.A.3. Describe any professional development that will take place prior to school opening. What will be covered during this induction period? How will instructional personnel be prepared to deliver any unique or particularly challenging aspects of the curriculum and instructional methods?

All leadership, instructional, and support staff will participate in two weeks of summer professional development prior to the beginning of school during the first year of operation and during the full week before school opening each year thereafter. Topics will be aligned to job-specific expectations, skills, and competencies. All employees will be trained on their roles and responsibilities and their role in implementing the School's defined service model.

Ongoing professional development, dedicated to personal and professional growth, will occur on a weekly basis as well as during scheduled professional development days as part of the school calendar. At a minimum, once each month, staff meetings will also be dedicated to professional development. Teachers and staff will participate in required state and local school district professional development and additional training identified in their Deliberate Practice Professional Growth Plan.

The School will use a blended model of professional development to deliver and support relevant learning opportunities for teachers and staff. The professional development modules are:

- Evidence-based and targeted for success with high need students;
- Job-embedded for direct application and improved performance;
- Aligned to the innovative instructional programs of the School; and
- Synchronous and asynchronous for efficient use of time.

Professional learning modules and activities will focus on the use of flexible class periods, integration of technology into instruction, familiarity with a variety of learning activities to engage students in higher-order competencies, differentiation of instruction, research-based instructional strategies, coaching and mentoring, team teaching, and development and use of assessments to establish uniform coverage and external evaluations in common courses.

Online professional development will consist of participating in blended trainings or online courses in the School's Intranet and Learning Management System (LMS). Both the LMS and iObservation will be available 24/7 from any workstation with Internet access. The LMS, a tool for tracking, monitoring, and delivering online training, will also be available at all times via any Internet-based workstation. The LMS contains self-directed, online courses that may be used for both personal and professional growth. iObservation, which is a tool for managing teacher and leadership evaluation, also contains a resource library of videos and print resources. The discussion feature of iObservation allows for collaboration and sharing of ideas/resources among all schools resulting in Professional Learning Communities within or among schools. The School's Intranet also will contain professional development resources and training modules which can delivered synchronously or asynchronously. All training will be tracked on the LMS and professional development will be aligned to the Florida Professional Development Protocol, Third Cycle.

Professional development will be delivered by internal and external subject matter experts. Staff and administrators may also participate in district-sponsored trainings as permitted, as well as local, state, and/or national conferences.

The School will use the Teacher Evaluation System and School Leader Evaluation System (based on the research of Marzano and aligned to *The Art and Science of Teaching*, and s. 1012.34, F.S.). The systems meet the requirements of s. 1012.34, Florida Statutes. Deliberate Practice may be used as an option in place of the Individual Professional Development Plan (IPDP) for all instructional staff if the district/school follows the FDOE approved model and at least one of the Deliberate Practice growth targets is developed with consideration of appropriate student growth data. A Deliberate Practice Guide aligned to the state model will serve as a way for teachers to grow through a series of planned activities and professional development, reflection, and collaboration. The School's Deliberate Practice Plan will follow the Inclusive Method and be part of the individual's Instructional Practice Score, which is fifty-five percent (55%) of the overall evaluation. iObservation, an electronic management tool developed by Learning Science International and configured to the School's Teacher Evaluation System, will be used to document and track the Deliberate Practice Plan.

Training and training plans will align with Florida's Protocol Standards – Third Cycle and will emphasize initiatives currently influencing education in the state, including the Florida Standards and high-quality assessments, using data systems to inform instruction, improving educator and principal effectiveness through personnel evaluation systems, and focusing on interventions that support struggling students. Training evaluation will be conducted on a regular basis to inform the School about the effectiveness of current professional development practices and guide the content, form, and structure of future endeavors.

13.A.4. Describe the expected number of days or hours for professional development throughout the school year, and explain how the school's calendar, daily schedule, and staffing structure accommodate this plan. Include time scheduled for common planning or collaboration and how such time will typically be used.

All leadership, instructional, and support staff will participate in two weeks of summer professional development prior to the beginning of school during the first year of operation and during the week before school opening in each year thereafter. Topics will be aligned to job-specific knowledge, skills, and competencies to ensure that all administrators and staff are successful. Ongoing professional development, dedicated to personal and professional growth, will occur on a weekly basis as well as during scheduled professional development days as part of the school calendar. Teachers and staff will also participate in required state and local school district professional development and additional training identified in their Deliberate Practice Professional Growth Plan. Instructional staff will also have access to a comprehensive online resource library with on-demand professional development resources through iObservation©.

The timeline for professional development for the first year of School's operation is as follows:

May - July:	Job specific training for Principal and Assistant Principal
June – July:	Job specific training for the executive assistant and data/enrollment specialist
June:	Leadership Conference for Principal and Assistant Principal (three days)
August:	All Staff Training (two weeks prior to student start date)
October 1:	School Professional Development Plan written (completed earlier if required by the School District)
October 31:	Deliberate Practice Plans written
Sept. – May	Weekly training and Professional Learning Community meetings

Professional development timelines will be adjusted based on requirements outlined in the School's Teacher and Leadership Evaluation Systems. Additionally, the school will follow the district instructional calendar to include the inclusion of dedicated professional development days staggered throughout the school year. Principals will align professional development day plans with their annual school improvement plan and will take advantage of content specialists and training professionals from the ESP to support PD initiatives.

14. STUDENT RECRUITMENT AND ENROLLMENT

14.A. DESCRIBE THE PLAN FOR RECRUITING STUDENTS THAT WILL RESULT IN THE SCHOOL MEETING ITS PROJECTED ENROLLMENT. INCLUDE STRATEGIES FOR REACHING THE SCHOOL'S TARGETED POPULATIONS AND THOSE THAT MIGHT OTHERWISE NOT HAVE EASY ACCESS TO INFORMATION ON AVAILABLE EDUCATIONAL OPTIONS INCLUDING, BUT NOT LIMITED TO, FAMILIES IN POVERTY; ACADEMICALLY LOW-ACHIEVING STUDENTS; STUDENTS WITH DISABILITIES; AND ENGLISH LANGUAGE LEARNERS.

Prior to the School opening, a variety of methods will be used to attract students. Some of these methods may include, but are not limited to:

- Informational meetings with local community, civic and religious organizations, community leaders, and other people who may be able to inform families and students about the School and make appropriate referrals.
- Outreach to local district school principals and guidance counselors to make them aware of the school and it's benefits to students who have recently dropped out of high school or are at high risk of dropping out or not advancing to high school.
- In-depth briefings with organizations such as Junior Achievement, Boys and Girls Club, Urban League and 100 Black Men of America to explain the program and establish a referral network.
- Developing a digital web presence and advertisements to our target population across Google, social media, maps, and more to make the School discoverable and accessible.
- Distribution of printed materials in various languages, including tri-fold brochures, flyers, and post cards, in the local communities and schools with information about the School.
- Toll-free enrollment information number posted on website and included on enrollment and recruitment literature.

Other strategies that may be used include advertising in local community newspapers (particularly those published for minority groups) or contacting community social service organizations that target the at-risk and/or dropout population (youth organizations, courts, churches, etc.). In addition, a multitude of social media advertising, including an online application process, will be included to promote the program. "Outreach" may also include an emphasis on the services the School can provide for English for Speakers of Other Languages (ESOL) students. The School will use multi-lingual advertisements and materials.

Once the School opens, it is expected that as a result of outreach efforts, students will be recommended to the school from surrounding public schools by counselors who have identified them as not making appropriate academic progress to graduate on time or is at risk of dropping out or not advancing to high school. Students will be referred to learn more about the School if, in the opinion of the counselor, our program could be a good fit in helping them stay in school and get back on track toward graduation.

After enrollment, the School will communicate student performance, graduations, and other news to their referring schools to showcase the progress of former students and highlight success stories. If a student enrolls and it is determined that the blended instruction and self-paced environment is not a good fit for the student's individual needs, the School will work with the referring school for a more appropriate placement. In accordance with our mission, year-round open enrollment will be available, enabling students to enroll and complete graduation requirements at any time during the school year.

In accordance with 1002.31(2)(a), F.S., the School will accept a student from any school district in the state who is not subject to a current expulsion or suspension.

In compliance with s. 1002.33(17)(a)(4) F.S., enrollment will not be denied to any eligible applicants on the basis of sex, race, religion, national origin, ancestry, pregnancy, marital or parental status, sexual orientation, or physical, mental, emotional, or learning disability. The School will also not discriminate in its student admissions policies on the basis of intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

14.B. Explain how the school will achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other local public schools in accordance with section 1002.33(7)(a)8., F.S.

In order to promote a neighborhood school environment that reflects the racial and ethnic balance of the community in which it exists, the marketing strategy will target students in the immediate vicinity of the school location. Marketing to residents in the nearby surrounding communities and neighborhoods will be the primary focus. Marketing visuals will include demographics that are representative of the community – including real students – and targeted across all appropriate populations. (e.g., geographic, ethnic, age, etc.).

We anticipate that the majority of students will live within a 5-mile radius of the school and, thus, reflect the local community being served. Targeted marketing, including tri-fold brochures, flyers, posters, post cards, and digital marketing will be used to focus on this geographic area. See Marketing Examples in Attachment FF.

14.C. Describe the school's proposed enrollment policies and procedures, including an explanation of the enrollment timeline, any preferences for enrollment and lottery process. Provide proposed enrollment application as Attachment S.

(1) Enrollment

Pursuant to Section 1022.33(10)(b), F.S., the School will enroll any eligible student who submits a timely application unless the number of applications exceed the capacity of a program, class, or building. In such cases, all applicants shall have an equal chance of being admitted through the lottery process. Enrollment will also follow s. 1002.33(15)(c), F.S., which includes enrolling students according to racial/ethnic balance provisions in s. 1002.33(7)(a)(8) F.S. In accordance with s. 1022.33(10)(d), F.S., the School will give enrollment preference to the following populations: (1) siblings of a student enrolled in the School; (2) children of a founding board member of the School; and (3) children of a School staff member.

The School will open an Enrollment Office in or near the school facility within two months of school opening to begin attracting and enrolling students for the start of the school year. After the start of school, the enrollment office in the School will offer daily open enrollment for students who wish to enroll, space permitting, until the School reaches capacity.

Our admission and enrollment processes will be student-centered and friendly. As part of our mission, we will have year-round open enrollment. Students from our target population tend to drop out of

school at various times during the year; therefore, we need to be able to enroll and engage students as they come.

When contacted by interested students and/or their parents online, over the phone, or in person, the School will guide the interested student through the following process:

- The Enrollment Administrative Specialist will arrange an initial visit and tour for the student and/or parent.
- The student/parent will meet with the Enrollment Administrative Specialist to discuss the student's needs and expectations as well as the School's mission, procedures and probable timeline to graduation.[56]
- All students desiring enrollment in the School will participate in a school tour and complete an application (see Attachment S). Each application will be time and date stamped.
- If the School has open space, the enrolling student will be admitted immediately. If space is not available, the student will be entered into the lottery as described below.
- Upon enrollment, the School will request transcripts and records related to academic history and other relevant information from all the schools that the student previously attended.
- Student will provide information regarding family commitments, employment commitments, and transportation plan.
- Student will complete assessments to determine academic skill levels and vocational interests.
- Student will meet with teachers, administrators, and/or other appropriate school staff to review assessment information and establish the student's Individual Success Plan (ISP). The ISP can be viewed through the School's MySuccess Dashboard to monitor progress.
- Parents will have viewing access to their students' MySuccess Dashboard through the parent portal. The parent portal will serve as the communication tool for parents to access information about their student's progress.

The enrollment packet also outlines the responsibilities of the parents and enrolling students. All school district required documents, forms and policies will also be included in the new student enrollment process as applicable.

Following the enrollment process, each student who is admitted and accepts enrollment will participate in a two-day new student orientation that provides information concerning the program, assessments, procedures, and expectations.

(2) Lottery

In the event that the number of all eligible applicants for enrollment exceeds the School's capacity, the School will perform a random selection process to determine which students are enrolled and which students are placed on a waiting list in the order determined by the lottery.

In accordance with s. 1022.33(10)(d), F.S , the following categories of students will be exempted from the lottery process: (a) Siblings of existing students; (b) Children of a board member; or (c) Children of an employee of the School.

[56] Prior to the opening of the School, the Board would appreciate the opportunity to work with Manatee Public Schools to understand / develop policies for re-enrollment in the student's home school for graduation or transfer of credits so that these policies may be fully explained to the student / parent prior to enrollment.

The Principal or his/ her designee will manage the lottery process and maintain appropriate documentation thereof.

1. Upon application approval, the School will begin accepting applications.
2. If the number of applicants is fewer than or equal to the number of available slots, each qualified applicant will be accepted and enrolled.
3. If the number of applicants meeting the established criteria of this application exceeds the stated capacity of the school, each additional student will be placed in a random lottery.
4. Board members will be notified of the lottery and invited to conduct the drawing for the available slots in the presence of two staff members and participants from the community.
5. Each application will be given a number, and all numbers will be placed in a container. Numbers will be drawn on a random basis and all slots will be filled based on the order of the drawing. All numbers will be picked and the remainder will be used to create the waiting list (the list will be developed based on the number order).
6. There will be at least two (2) staff members present during the lottery drawing, and the lottery will be advertised and open to the public.
7. After the lottery is completed, students will be contacted in the order in which names were randomly drawn and established on the waiting list.
8. As openings are available, and new applicants are added, names will be re-drawn from all names to date (less those accepted/withdrawn/removed by request) by subsequent random lottery drawings.
9. The parent, or eligible student, will have forty-eight (48) hours to accept/refuse the opening and must submit all required documentation for enrollment into the program within seven (7) days after the opening is offered. Should the applicant decide to accept the offered seat, a confirmation email will be sent within forty-eight (48) hours of the student's response. The email will contain instructions for completing the enrollment and registration process. If the parent, or eligible student, is not able to complete the enrollment process, the space will go to the next student on the waiting list. Applicant names for parents/eligible students who do not respond within forty-eight (48) hours or who do not accept the available space, will be removed from the list and will be required to reapply in the future if they would like to be considered in the lottery process at a later date.

15. PARENT AND COMMUNITY INVOLVEMENT

15.A. BRIEFLY EXPLAIN THE GENERAL PLAN TO ENGAGE PARENTS IN THE LIFE OF THE SCHOOL (IN ADDITION TO ANY PROPOSED GOVERNANCE ROLES DESCRIBED IN PREVIOUS SECTIONS OF THIS APPLICATION, IF APPLICABLE) AS WELL AS PLANS FOR REGULAR COMMUNICATION WITH PARENTS ABOUT SCHOOL MATTERS. THIS *COULD* INCLUDE BUILDING FAMILY-SCHOOL PARTNERSHIPS TO STRENGTHEN SUPPORT FOR LEARNING, VOLUNTEER OPPORTUNITIES, OR ACTIVITIES THE SCHOOL WILL SEEK FROM, OR OFFER TO PARENTS. THIS *MUST* INCLUDE THE GOVERNING BOARD'S APPOINTMENT OF A REPRESENTATIVE TO FACILITATE PARENTAL INVOLVEMENT, PROVIDE ACCESS TO INFORMATION, ASSIST PARENTS AND OTHERS WITH QUESTIONS AND CONCERNS, AND RESOLVE DISPUTES, S. 1002.33(7)(D)1., F.S.

Parents will have a multitude of opportunities for involvement in their student's education. At the time of initial enrollment, parents will be invited to attend an enrollment/orientation session with the student during which time opportunities, expectations, and requirements of the program will be clearly explained. This orientation session will include resources and support that parents/guardians will have access to for daily student progress monitoring and communications. Throughout the year, parents will be encouraged to visit the school and to participate in regularly organized school functions

and events, including school sponsored workshops, open houses, parent nights, teacher conferences, and student award ceremonies.

Parents will also have access to view their student's MySuccess Dashboard. Through the Dashboard, parents can track student course performance and progress in real time. They can also see their students' attendance record, reading growth, progress toward promotion or graduation, and their full ISP. They can see the short-term and long-term goals set by their student and can view any written feedback provided to their student by school staff. The MySuccess Dashboard is mobile accessible and provides a powerful tool to ensure that Parents have visibility to their student's success.

Additionally, an annual Parent Satisfaction Survey will be administered to assess school performance as judged by parents/guardians. The results of this survey will be considered by school leadership as well as the Board as important input regarding the success of the School and opportunities for continuous improvement.

The School will comply with s. 1002.33(7)(d)1., F.S., which requires that each charter school's governing board appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative will reside within the boundaries of the School District.

In compliance with section 1116 of the federal Every Student Succeeds Act (ESSA), if the school receives funding under Title I, Part A, it will jointly develop with, and distribute to, parents and family members of participating students a written parent and family engagement policy. This includes convening an annual meeting at a convenient time to which all parents of participating students shall be invited and encouraged to attend to inform them of their right to be involved; offering a flexible number of meetings on different days and at different times to accommodate parent involvement; and involving parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of programs offered under Title I, Part A.

15.B. Discuss any established community resources that will be available to students and parents, if applicable. Describe any partnerships the school will have with community organizations, businesses, or other educational institutions. Specify the nature, purposes, terms, and scope of services of any such partnerships including any fee-based or in-kind commitments from community organizations or individuals that will enrich student learning.

A key differentiator of the School will be the provision of social, behavioral, and crisis intervention services to students and their families. The Board intends to partner with community groups to include by not limited to: social service agencies, faith-based organizations, university/college schools of social work and counseling, mental health providers, substance abuse counselors, and anti-gang intervention groups. These supportive partnerships will result in the direct provision of social and behavioral health services as well as mentoring, advocacy, and community-wide influence to create employment and postsecondary opportunities. The Board understands that unless social, behavioral, and emotional needs are effectively addressed, learning will be difficult and academic growth will be an unrealistic objective.

The partnerships to be developed through formal MOUs will allow for the following services: direct social services provided to students and their families; referrals for social services; participation in on-campus presentations, college and career fairs, and community resource fairs; and provision of student internships and/or service opportunities. For examples partnership types, see Community Service Providers at an ALS School. Outreach for partnership establishment will be lead primarily by the School's Family Support Specialist with assistance from school and ESP leadership. The primary goal will be to secure as many on-site services as possible and the School's physical plant will include dedicated offices exclusively for partner agency use.

School leaders and the Board will ensure that parental involvement, community partnerships, and collaborations will be enduring and include commitments to ongoing evaluation and improvement, access to available human and financial resources, adequate representation of stakeholders, adequacy of staffing and resources to perform key functions, and adequate performance/accountability mechanisms.

15.C. Provide, as Attachment T, any existing evidence of demand for the school or support from intended community partners, if available (e.g. letters of intent/commitment, memoranda of understanding, or contracts).

Evidence of need and demand for this school is based in part on a review of 2022 assessment data and Class of 2021 graduation outcomes regarding students who have already dropped out or are at risk of dropping out from District Schools (See Attachment T). Our review indicates that there are still a high number of students who are failing or disengaging from traditional middle and high schools and who could benefit from this school's unique model. We firmly believe that education cannot be "one-size-fits-all" and this school can serve as a valuable partner to Mantatee County Public Schools and its quest to ensure that the county has a quality environment available for every learner.

15.D. Describe the process of appointing a representative to facilitate parental involvement, provide parents access to information, and resolve parental disputes. Include a description of how the dispute resolution procedures are designed to resolve and protect the rights of parents as enumerated in ss. 1001.42(8)(c)1.-6., 1002.20 and 1014.04, F.S.

Prior to the school opening and annually thereafter, the charter board will appoint a parent representative who resides within the district and will post their name and contact information on the school website for easy access. The role of the school's parent representative will be to assist school leadership in fostering effective communication and collaboration between the school and parents and will serve as a bridge, facilitating dialogue, understanding, and cooperation between educators and families. They will help address any concerns or challenges that may arise with the goal of strengthening the partnership between the school and parents to enhance student success and well-being.

The dispute resolution procedures, which are outlined in Section 10.L. of this application, are designed to give parents a voice if they believe they are not receiving their right to timely information about their child's progress or welfare. The procedures also enable the parent to go directly to a school administrator to seek resolution.

III. BUSINESS PLAN

16. FACILITIES

If the site is not yet acquired:

16.F. EXPLAIN THE SCHOOL'S FACILITY NEEDS, INCLUDING DESIRED LOCATION, SIZE, AND LAYOUT OF SPACE.

The School will operate as a double session school and offer at least two (2) daily instructional sessions for curriculum instruction, college and career preparation, and personal/social needs counseling. Students will choose to attend one of the sessions (or more as space permits). Because of the dual session option, the facility needs and design will be based on serving a capacity of approximately 250 students in each of the sessions at full enrollment.

The ESP and the Board of Directors will plan for a facility sized at 60-70 square feet per student station (~12,000-15,000 square feet) located in a neighborhood with ahigh concentration of students we intend to serve. A sample facility layout is included in Attachment FF.

The proposed facility size and layout will allow the School to accommodate up to 250 students in each session (total maximum enrollment of 500 students). The School design will be flexible enough to permit the School to open in a stand-alone building, plaza, office building, or other configuration as long as all zoning and safety codes are met. The School considers several parameters in its search for an acceptable site, including:

Desirable	Less Desirable
1. Single story and stand alone. Two story building may be acceptable.	1. A multi-tenant situation, in which we would share common areas with other tenants.
2. Adjacent to public transit lines.	2. Undesirable neighboring uses such as adult entertainment, heavy manufacturing, etc.
3. 60-70 square feet per student for building with off-street parking sufficient to meet State and local codes.	3. Active freight rail lines. Minor spur lines may be acceptable.
4. Building is located in an area that is desirable for retail use or may be regentrifying.	4. Environmental hazards such as polychlorinated biphenyls (PCBs), asbestos-containing materials, heavy metal contamination, etc. that cannot be readily removed from the building or properly encapsulated.
5. Good signage opportunity.	5. Site is within the airport flight path restriction area.
6. Noncombustible building structure or protected to meet construction codes for educational facilities.	6. In most cases, the prospective building will be gutted to the perimeter walls. Any building whose shell cost plus renovation cost approaches or exceeds the cost of new construction.
7. Building has heating, ventilating, and air conditioning (HVAC) and sufficient electrical service to serve the number of student stations noted above.	7. Building cannot house the proposed use without construction of a sizeable addition- more than 33% of the final desired configuration.

Desirable	Less Desirable
8. Building has a fire sprinkler system (desired but not required if school is less than 12,000 square feet in area).	8. Building has wood floor/roof structure.
9. Flex space, drugstores, or office warehouse former use.	9. Building has interior bearing walls in lieu of columns.
10. Zoned for educational usage.	10. Excessive height- where the bottom of the roof deck exceeds 24' above the floor slab.
11. Current usage codes allow for educational usage.	11. Inadequate height- where the bottom of the roof deck is less than 11' from the floor slab.
12. Ability to change zoning or usage codes within 4 months.	12. Restrictions to sewer or water hookups.

Every effort will be made to ensure that the facilities are conducive to learning and student access. Creating a positive learning environment includes attention to detail on both the interior and exterior of the facility. High standards are established to ensure students are learning in a safe and healthy environment. Upon receiving approval of the Charter application, the site will be confirmed and a lease will be secured. At that point, necessary improvements and renovations will commence to meet our facility standards and applicable State and School District requirements.

Through research by ALS, and input from the Board of Directors, the School has researched neighborhoods in Manatee County for a possible school location. As described in Section 2.D., the Board identified the Bradenton area as a high-need neighborhood which is underserved by dropout prevention and dropout recovery programs.

The School may choose another location based on the available facilities, zoning, or other factors, but will prioritize a location in this high-need area. The Board is open to working with the school district to find a more suitable location if it identifies an area with a greater need.

The ESP will lease the facility and negotiate with the landlord for the necessary capital improvements. Prior to detailed lease negotiations, ALS will submit a Letter of Intent that covers the basic lease requirements to each prospective landlord. A detailed site proposal packet will then be prepared for management review and consideration. Once the preferred site is chosen, lease discussions move forward promptly. While the lease is being negotiated, extensive building inspections and design considerations will take place by local engineers, contractors, architects, and other staff. The School's Board of Directors will maintain oversight responsibility throughout the entire facility selection and build-out process.

Once the facility has been secured, the permitting and renovation process will begin. ALS has typically used local architects and contractors to complete all of the design and renovation work and intends to follow the same process for this School. All approvals and the Certificate of Occupancy will be secured at least fifteen (15) days before the first day of school.

16.G. Provide an estimate of the costs of the anticipated facility needs and describe how such estimates have been derived. Identify, if applicable, any funding sources (other than state and local funding)

THAT WILL BE APPLIED TO FACILITIES-RELATED COSTS AND INCLUDE EVIDENCE OF SUCH (E.G. LETTER, MOU) AS ATTACHMENT U.

ALS has over fifteen (15) years of experience at charter school facility design and budgeting, managing construction projects, ensuring compliance with local codes and ordinances, facilities repair and maintenance, and general operations of school buildings. Per the proposed management agreement, ALS is responsible for providing all furniture, equipment, and any necessary tenant improvements ("fixed assets"). These initial costs are estimated to be in excess of $2 million. ALS has provided its confirmation of financial support for these costs in Attachment Z. Other operational start-up costs are included in the start-up budget in Attachment Y.

The estimated renovation costs are based upon ALS's many years of experience in managing the renovations of new schools that operate the same service model, as well as the input of the architectural firm which has worked with the company on the design of many of those schools. Additional cost factors include: total square footage desired, local rental rates in the targeted neighborhoods, type of building, and overall design elements that are included.

Through provisions of the proposed Management Agreement (Attachment EE), ALS is responsible for all costs related to facility acquisition, renovation, and equipment. ALS will manage this process at the direction of the Board. Annual lease payments are incorporated into the operating budget for the school (Attachment X).

16.H. EXPLAIN THE STRATEGY AND SCHEDULE THAT WILL BE EMPLOYED TO SECURE AN ADEQUATE FACILITY.

ALS has extensive experience in locating, building, and renovating dropout prevention and recovery schools in Florida, North Carolina and Georgia. As the proposed ESP, the Board has confidence that ALS will be able to identify a property, assist in executing the lease, complete the necessary renovation, and obtain the required certificate of occupancy for an on-time school opening. ALS has significant experience in facility design and budgeting, managing construction projects, compliance with local codes and ordinances, facilities repair and maintenance, and general operations of school buildings.

All facilities being considered for the final school location will be analyzed through multiple criteria, including but not limited to:

- Total square footage
- Cost of retrofit/remodel
- Proximity to public transportation, schedule, number of stops, and estimated transportation time for students
- Accessibility
- Zoning
- Safety
- Exterior lighting
- Parking
- Signage possibilities
- Neighborhood demographic

These criteria will be analyzed to ensure that the school will be able to open on-time and on-budget. Once the facility has been leased, ALS will begin the permitting and renovation process. ALS has typically used local architects and contractors to complete all of the renovation work and intends to follow the same process for this School. Historically, ALS has been successful in negotiating landlord assistance with some of the needed tenant improvements.

The Board of Directors and ALS will ensure that all local building code approvals, compliance with the Florida Fire Prevention Code and the Certificate of Occupancy are secured at least fifteen (15) days before the first day of school. At no time will students or staff work or attend school in a building that is unsafe or does not have a certificate of occupancy. In addition, all school facilities will comply with applicable health codes, inspection/safety requirements, and will be properly maintained according to the Florida Building Code pursuant to chapter 553. The timetable below describes the anticipated timing of the major steps in the facility acquisition, permitting, and renovation process.

Activity	Responsible Party	Date
Create School Budgets	Board Members / ALS	June 2023
Begin Site Search	ALS	July 2023
Submit Charter Application	Board of Directors	December 2023
Application Reviewed and Approved by School Board	School District	January 2024
Negotiate Charter School Contract	Board of Directors	January 2024
Begin Lease Negotiations	ALS/Board of Directors	January 2024
Sign MOU for Facility Lease Agreement	Board of Directors	January 2024
Finalize school facility design	ALS	January 2024
Execute Facility Lease Agreement	Board of Directors	January 2024
Begin Plans and Permits	ALS	February 2024
Begin Collaboration with School District regarding process / procedures	Principal/ Board of Directors	February 2024
Begin Facility Renovation	ALS	April 2024
Enrollment office opens	ALS	June 2024
Facility Renovation Completed	Principal, Board of Directors	August 2024
Set up Administrative/Classroom Space	Principal / ALS	August 2024
Verify all appropriate inspections and clearances including Certificate of Occupancy	Principal / ALS	August 2024 (at least 15 days prior to school opening)
School Opening	Principal	August 2024

16.I. Describe the back-up facilities plan.

Selection of the School's location and facility are two of the most important decisions for meeting enrollment and other contractual goals. Because ALS has extensive experience in facility acquisition and renovation, the Board has every expectation that we will be able to open our school on time. However, we also understand that zoning, permitting, and usage code changes can delay renovation schedules. If the school opening is delayed to the point where we will not be able to open on-schedule, we will do the following:

1. Define the specifics of the delay and determine a realistic opening schedule.
2. Coordinate and communicate this information with school district personnel.
3. Determine and communicate whether the school can open on a delayed schedule.

Depending on the outcome of the above items, the School will proceed as follows:

Option 1: If the building is not ready to be occupied by the first day of school, plans will be in place to rent modular classrooms. Modular classrooms will be situated in the parking lot of the School and hooked up to existing electrical and plumbing services. Modular classrooms will be furnished with the furniture and equipment purchased for the School building. The School will operate on the established schedule in the modular classrooms until such time as the School receives the Certificate of Occupancy for the permanent location.

Option 2: If modular classrooms are not feasible and the School can open on a delayed schedule, school staff will relay all relevant information to the school district, parents, and students.

Option 3: If the School cannot open on a delayed schedule, it will attempt to temporarily lease and utilize appropriate space from a school or other educational institution such as a Community College, Private Technical College, Charter School, etc. provided available space is code compliant.

Option 4: If the renovation schedule is such that the School opening is delayed, and suitable temporary facilities are not available in the marketplace, the School will (as a last resort) request from the School District a one-year deferral for opening.

17. TRANSPORTATION SERVICE

DESCRIBE THE SCHOOL'S PLAN FOR TRANSPORTATION TO ENSURE THAT TRANSPORTATION IS NOT A BARRIER TO EQUAL ACCESS FOR ALL STUDENTS RESIDING WITHIN A REASONABLE DISTANCE OF THE SCHOOL, S. 1002.33(20)(C) F.S.

The School will ensure that transportation is not a barrier to student enrollment and attendance. The School will provide public transportation passes to all eligible students and will provide guidance to students and parents on public transportation routes, timing, and usage. The School will be located along major lines of the local public transportation system (a recent evaluation reflects that the current public transportation is adequate based on the routes and areas it serves). Students who live two or more miles from the school may receive a public transit pass if they choose to accept it. The School will meet with representatives of the local transit authority to negotiate any potential opportunities for bulk purchasing or education use discounts. The School will also work closely with the local transit authority to ensure seamless processes for purchasing to ensure that on-campus inventory is always sufficient to support student needs. Documentation of purchased transportation passes will be kept on file for a total of three (3) years noting the passes purchased and issued to students. Students will be required to sign for each pass provided to them and these records will be collected and submitted in accordance with State FTE reporting requirements for transportation reimbursement opportunities.

An eligible student must reside and continue to reside two (2) or more miles, or reside in a hazardous zone, between their home and the School. A reasonable walking distance for any student who is not physically disabled is any distance not more than two (2) miles between the home and the School or one-and-one-half (1½) miles between the home and the assigned transit stop. Such distance shall be measured from the closest pedestrian entry point of the School building or to the transit stop. A reasonable walking distance will be identified during the enrollment session for students who are eligible for a transit pass. Students who live under the two-mile threshold who are identified as being in need will meet with an Administrator to determine a transportation solution and will be provided a transit pass if it is determined there is a viable need. The Enrollment Administrative Specialist will assist students and parents with determining the shortest pedestrian route to their closest transit stop and from the drop off location to school.

The School will keep an ample supply of transit passes throughout the school year to meet the current and anticipated needs of all students who indicate at the time of enrollment that they live more than two miles from the school and require public transportation. An additional 5% of the anticipated need is purchased to have on hand in case of emergencies, an increase in enrollment, or individual student needs are identified.

Eligible students will be issued transit passes upon and throughout their entire enrollment period. The passes will include multiple days when appropriate to avoid restrictions on the number of rides and transfers a student is allowed. This approach also provides students who have full- and part-time employment a resource to travel to and from work.

The following procedures are in place for the issuance of student transit passes:

- The student will receive assistance, if needed, during the Student/Parent enrollment session to identify the closest transit stop and the routes the student will follow to get to School.
- The student will receive a transit pass upon enrollment and thereafter upon determination of ridership.
- The student's name must appear on the School's Attendance Roster noting the student is fully enrolled prior to receiving passes.
- The student will be responsible for the security of his/her transit passes at all times.
- If the student is a minor, the parent/ guardian must provide written approval for the student to utilize public transportation to/ from School.

Transportation service will be provided by the School to any student whose IEP stipulates need. Should an Exceptional Education Student (ESE) require special transportation accommodations, the School may contract with the school district or an approved private provider. Furthermore, the School will provide transportation for an ESE student who meets one of the following criteria for specialized transportation as documented in the IEP:

- Medical equipment required – crutches, wheelchair, walker, cane, tracheotomy or unique seating device
- Medical condition requiring special transportation environment according to a physician's prescription
- Aide or monitor required due to a disability and specific need of the student

18. FOOD SERVICE

DESCRIBE THE SCHOOL'S PLAN FOR FOOD SERVICES, INCLUDING ANY PLANS FOR CONTRACTING SERVICES OR PLANS TO PARTICIPATE IN THE NATIONAL SCHOOL LUNCH PROGRAM. EXPLAIN HOW THE SCHOOL'S FOOD SERVICE PLAN WILL ENSURE HEALTHY, WELL-ROUNDED MEALS FOR STUDENTS.

Due to the shorter school day and the flexible schedule option, the School will not provide full meal service. A majority of students will be most focused on maximizing the flexible schedule by completing the required instructional time and then leaving campus promptly for work and/or childcare commitments. The school will have a designated break area where students will be allowed to bring food or they may leave campus for lunch between sessions if they elect to attend for two instructional sessions. For students in need of a meal, the school will ensure their need is met by having pre-packaged healthy snacks and other dry food items on hand at all times. The school will have a food pantry that contains healthy food options free for any student regardless of their

free/reduced lunch status.. Additionally, the school will have vending machines with healthy food options in the student break area for use by all students.

While the school facility will not have a dedicated kitchen for food service, the School is open to exploring opportunities to partner with local agencies and businesses to provide delivered meal options to students. The School will work collaboratively with the School District to determine the School's eligibility for participation in the National School Breakfast program and the National School Lunch Program through the Community Eligibility Provision.

In locations where food service has been identified as a significant need, ALS has been successful in establishing agreements with authorizing school districts to support meal delivery. In these examples, the schools worked in collaboration with the Districts' Nutrition Services Departments to establish an MOU. These agreements involve meals prepared at a District defined location and delivered to the charter schools daily. The schools in turn comply with all food safety and sanitation requirements and provide required student accounting as defined by the department.

19. SCHOOL SAFETY AND SECURITY

OUTLINE THE PLAN FOR SCHOOL SAFETY AND SECURITY FOR STUDENTS, STAFF, THE FACILITY, AND PROPERTY, ESPECIALLY AS IT RELATES TO THE APPLICABLE PROVISIONS IN THE MARJORY STONEMAN DOUGLAS HIGH SCHOOL PUBLIC SAFETY ACT. SPECIFICALLY:

A. DESCRIBE WHAT STEPS THE SCHOOL WOULD TAKE TO ASSURE THERE IS A SAFE-SCHOOL OFFICER PRESENT WHILE SCHOOL IS IN SESSION, PURSUANT TO SECTION 1006.12, F.S.

The School will partner with local law enforcement, a certified security agency, or the School District to provide full time Law Enforcement/Safe School Officer (SSO) coverage for all times in which students are on property (including student entry and dismissal times) in full compliance with the Marjory Stoneman Douglas high School Public Safety Act. A Law Enforcement Officer will perform an annual school walkthrough and safety review and assist in the completion of the Florida Safe School Assessment Tool (FSSAT).

Student and staff safety and security will be a top priority for the School. Our School will have several security measures that are not typical in traditional school settings. These added measures include:

- At least one Safety & Security Specialist, in addition to a contracted Law Enforcement Officer. This Safety & Security Specialist will be trained annually on school safety procedures and crisis prevention and intervention protocol and best practices.
- Secured entry doors (with keycard entry for all staff)
- Alarmed exterior doors throughout the school
- Under-counter duress alarm at front desk connected to local law enforcement
- Secured access from the front lobby to the student/classroom areas
- All guests must be signed in and badged in order to enter the student/classroom areas
- Metal detectors (walk through and hand wand) required of all students as they enter the school daily
- Property safety search of all student belongings upon entry

- All staff trained and certified annually in *Handle With Care- Crisis Prevention / Intervention*
- ERT (Emergency Response Team) identified each year and trained to implement emergency response plans and certified in First Aid and CPR
- Monthly safety and security drills
- Annual Safety Plan developed, reviewed and approved by Director of Safety and Security and submitted to School District

The School will be in full compliance with SB 7026 (Marjory Stoneman Douglas high School Public Safety Act.) to include but not be limited to:

- One full time law enforcement officer on campus.
- Completion of annual school risk assessment tool.
- Collaboration with local law enforcement for a full school walk through and safety review.
- Fortify Florida App posted and accessible to all students and staff.
- Monthly Threat Assessment meetings to include school law enforcement
- Compliance with Alyssa's Law and installation of a mobile panic alert system. The system will be selected from the state's FDOE-selected vendor list and will aim to integrate the same vendor adopted by Manatee County Public Schools
- As part of its annual Mental Health Assistance Allocation Plan, the school will comply with Rule 6A-1.094120, Florida Administrative Code (F.A.C.), and shall ensure annually that no less than 80% of staff have been trained in Youth Mental Health First Aid. In addition, the school's FSS (Family Support Specialist) will participate in the training required to serve as a certified trainer for YMHFA

B. Explain how the school will adopt an active assailant response plan and provide annual training on the plan, as required by section 1006.07(6), F.S.

The School will adopt an Active Assailant Response Plan and all school personnel will receive annual training on the procedures defined in the plan. The School will follow the District's expected schedule for active assailant drills and shall report them as defined by the District. The School will adopt a Family Reunification Plan that will be coordinated with county emergency services.

C. Explain how the school will establish a threat assessment team as required by section 1006.07(7), F.S.

The School will establish a Threat Assessment Team consisting of the school Principal, Assistant Principal, Family Support Specialist (social worker), and an assigned law enforcement officer. The school will use the statewide behavioral threat assessment instrument when needed. The School administrative staff will be trained in the CSTAG model for TAT. The schools TAT will meet monthly per SB 7026.

D. Explain how the school will accurately and timely report incidents related to school safety and discipline as required by section 1006.07(9), F.S.

The School will use the School Environmental Safety Incident Reporting tool (SESIR), to ensure the accurate and timely reporting of incidents related to school safety and discipline. School Administration will be trained annually on the SESIR system and required reporting.

20. BUDGET

20.A. PROVIDE AS ATTACHMENT X, AN OPERATING BUDGET COVERING EACH YEAR OF THE REQUESTED CHARTER TERM THAT CONTAINS REVENUE PROJECTIONS (USING THE FLORIDA CHARTER SCHOOL REVENUE ESTIMATE WORKSHEET AS ATTACHMENT W FOR AT LEAST THE FIRST YEAR OF OPERATION), EXPENSES, AND ANTICIPATED FUND BALANCES. THE BUDGET SHOULD BE BASED ON THE PROJECTED STUDENT ENROLLMENT INDICATED IN SECTION 2 OF THE APPLICATION. A TEMPLATE FOR THE OPERATING BUDGET MAY BE AVAILABLE FROM THE SPONSOR UPON REQUEST.

The annual budget covering each year of the requested charter term is shown in School's operating budget which is included in Attachment X. Summary highlights of this budget also include the School's start–up period along with enrollment assumptions noted at the top of the budget that coincide with the projections in Section 2 of this application.

20.B. PROVIDE A START-UP BUDGET AS ATTACHMENT Y THAT CONTAINS A BALANCE SHEET, REVENUE PROJECTIONS, INCLUDING SOURCE OF REVENUES, EXPENSES, AND ANTICIPATED FUND BALANCE. THE START-UP BUDGET MUST COVER ANY PERIOD PRIOR TO THE BEGINNING OF FTE PAYMENTS IN WHICH THE SCHOOL WILL EXPEND FUNDS ON ACTIVITIES NECESSARY FOR THE SUCCESSFUL START-UP OF THE SCHOOL.

(1) Start Up Budget

The initial financial plan is supported and outlined in the Startup Budget, which is included in Attachment Y. The details and assumptions for this budget are listed below:

(a) Revenue Sources

The School has based its revenue stream on an FTE per student model provided by the FDOE. The School intends to apply for applicable grant funding but will be able to operate the school on FEFP funding alone. As noted in the ESP Support Letter in Attachment Z, the selected ESP, ALS, will provide the Board with funding for all start-up expenses. Additionally, as outlined in the proposed Management Agreement (Attachment EE), ALS "shall advance as a loan to the School, any properly incurred School Expense..." This agreement type allows the school to open with all facilities, amenities and supports outlined in the application without any risk of an operational shortfall. As noted in the draft management agreement, ALS Education, LLC has committed to assuming the financial risk and responsibility for all fixed asset purchases and operational expenses in excess of its management fee throughout the term of the agreement.

(b) Cash Flow Predictions

The cash flow projections are based on the modified accrual method of accounting. We consider cash received when it is measurable and available, and expenses to be earmarked for payment once the goods or services have been received.

The cash flow from a revenue perspective is based on FTEs of students that are used in determining the FEFP revenues and other ancillary revenue that will provide the cash infusion to handle all short-term (less than 60 days) expenses and also assist with preparing for payment of long-term liabilities. Please see Attachment X for the Monthly Cash Flow Projections.

20.C. If the budget is contingent upon sources of funding beyond those typically provided by local, state, and federal governments (such as funding from foundations, donors, grants), provide evidence of such funding (e.g. MOU, letters) as Attachment Z.

Included as Attachment Z is a letter from ALS committing to provide funding for all start-up expenses.

20.D. Provide a detailed narrative description of the line-item revenue and expenditure assumptions on which the operating and start-up budget are based. The budget narrative should provide sufficient information to fully understand how budgetary figures were determined.

The cost assumptions detailed in the budgets reflect typical costs that other ALS managed schools have incurred while opening and operating the same model proposed in this application. The School's major budgetary assumptions include:

1. Pre-start assumes that an enrollment office will be established 3 months before school opening.
2. Hiring is per the detailed schedule in the financial calculations.
3. Computer equipment will be installed the month before school begins.
4. Recruiting and marketing costs are anticipated to be heavy during this period and the first two (2) months of the school year.
5. Pre-start costs will be funded by the ESP
6. Computer equipment is typically refreshed every five (5) years.
7. The other assets (furniture and leasehold improvements) and initial operating expenses will be funded from cash on hand from the ESP, vendor financing or the federal start-up grant, if funds are awarded.
8. Year one costs assume four (4) classrooms will be fully staffed on the first day of school with additional classrooms staffed to coincide with the increased enrollment in the second half of the school year. Staff for additional classrooms will be added as dictated by enrollment.
9. Staff salaries are projected to increase 2% per year for years two (2) through five (5).
10. Professional fees include audit and tax preparation fees as well as legal.
11. Management fees are charged based upon the negotiated management agreement.
12. Accounts Receivable and Accounts Payable are net 30.
13. Start-up expenses are paid prior to year one.

Additional assumptions for each budget are included on the page included in the budget attachments and titled "Assumptions."

20.E. Discuss the school's contingency approach and plan to meet financial needs if anticipated revenues are not received or are lower than estimated. This may include budgets for 75% and 50% of revenue projections or a budget for whatever percentage the applicant considers the minimum percentage at which they could operate the educational plan presented.

As outlined in the Letter of Support in Attachment Z, ALS has committed to providing the Board the funds necessary to start-up the school. Additionally, as outlined in the proposed Management

Agreement (Attachment EE), ALS "shall advance as a loan to the School, any properly incurred School Expense..." However, to demonstrate the school's approach to meet financial needs if anticipated, a budget at 50% of projected enrollment is included in Attachment X1 (last page of Attachment X).

20.F. Explain in detail the year one cash flow contingency plan, in the event that revenue projections are not met (or not met on time).

The School has based its revenue stream on an FTE per student model offered by the FDOE. In addition, the School intends to apply for the Charter School Program (CSP) Planning and Implementation Grants administered by the FDOE for the purchase of furniture and equipment.

In an effort to maintain adequate fund balances, ALS has agreed (See proposed Management Agreement in Attachment EE) that in the event of a cash shortage it will pay any properly-incurred board-related expense, which payment shall be treated as an advance against future revenues by the Company to the School and which shall be evidenced by a loan.

20.G. Provide monthly cash flow projections for the school's start-up period (i.e. from the date on which the application is approved to the beginning of the first fiscal year of operation) through the first year of operation.

The revenues and expenditures used in the budgets and the related assumptions are presented in a format based on governmental funds financial statements. The accounting basis for these budgets and related assumptions are based on the modified basis of accounting required under the Governmental Accounting Standards Board (GASB) under which revenues are recognized in the accounting period in which it becomes both measurable and available and expenses are recognized when incurred.

(1) Monthly Cash Flow Projections during Start-up Period

The monthly cash flow projections for the date on which the application is approved to the beginning of the first year of operations are included in Attachment Y. Assumptions related to these projections for this period are explained in Section 20.D. and Attachment Y. For purposes of the start-up budget, all expenditures for leasehold improvements and purchases of furnishing and equipment are budgeted to be incurred and expended by June 30, 2024.

(2) Monthly Cash Flow Projections during First Fiscal Year of Operations

The monthly cash flow projections for the first fiscal year of operations (for the fiscal year ending June 30, 2025) are shown in Attachment X. Assumptions related to these projections for this period are explained in Section 20.D. and Attachment X.

21. FINANCIAL MANAGEMENT AND OVERSIGHT

21.A. Describe who will manage the school's finances and how the school will ensure strong internal controls over financial management and compliance with all financial reporting requirements.

(1) Experienced Financial Team

The Board plans to hire a certified public accountant licensed to practice in the state of Florida. The Board Accountant is required to maintain continuing professional education in governmental accounting and auditing.

The Board Accountant will have the responsibility for reconciling the School's bank accounts and other accounts on a monthly basis and will assist in the compilation of monthly financial reports. The Board Accountant along with the ESP will be responsible for the maintenance of fixed asset ledgers for all assets owned by the School in accordance with District and/or Florida Department of Education policies.

The accounting functions at the ESP are overseen by the Chief Financial Officer and Controller of ALS. These individuals have years of financial management experience in multi-unit operations. The ESP is staffed by experienced accounting professionals. This team will oversee the school's payroll and procurement/accounts payable functions and assist the Board Accountant and Treasurer in the budget process.

(2) Financial Controls

A budget is prepared and passed annually by the Board of Directors based on enrollment projections. The Board will review budget vs. actual financial results at board meetings. If corrective action is needed with regard to the budget, the Board will agree on corrective action, which may include but is not limited to budget adjustments, expense reductions, consideration of other revenue sources, and, most importantly, a renewed effort to stimulate enrollment.

The Board Accountant will have the responsibility for reconciling the bank accounts and other accounts on a monthly basis. Due to the fact that the accounts payable and payroll functions are performed by the ESP, the ESP will provide documentation as necessary covering its internal controls and process within its charter school disbursements processing system.

The basic accounting processes, including applicable internal financial controls, include but are not limited to:

- The Board of Directors will hire an audit firm licensed in the state of Florida with applicable continuing education requirements for governmental accounting and auditing (governmental CPE).
- The Board of Directors will directly hire a local accountant (Board Accountant) responsible for compiling monthly financial reports to be submitted to the District. This Board Accountant is required to be a certified public accountant licensed in the state of Florida and maintain governmental CPE requirements.
- Budgets for the year will be prepared by ALS and reviewed by the Principal, Treasurer, and Board Accountant. The annual budget will then be presented to the Board of Directors for approval.
- The School will maintain a bank account for which signature authority is held by designated Board members.
- Salary, operating, and capital expenditures will be paid by ALS in the ordinary course of business.
- Salary amounts will be paid bi-weekly. Salaries will be approved each pay period by the Principal, reviewed by ALS, and distributed primarily via direct-deposit.
- Purchases for operating not related to informational technology (IT) will be initiated by the Principal and approved by ESP senior staff.
- Purchases for capital expenditures relating to facilities will be negotiated by ALS on behalf of the School, and will be reviewed and approved by the Board and ALS senior staff.

- Purchases of IT equipment and software will be initiated by the School Principal, faculty, and/or curriculum experts within ALS, and reviewed for operating specifications by the ALS IT department. IT purchases will then be approved by the ALS senior staff, in accordance with the Board-approved budget.
- All disbursements with the exception of grant expenditures (including wires and checks) will be initiated by one of three ESP senior executives from an ALS operating account. All disbursements will include all signed supporting documentation.
- Grant disbursements will be approved by the ESP grant specialist who will compare the expenditure to grant requirements and budgets. Disbursements for grant expenditures will be processed by a designated member of the Board of Directors from the School's bank account.
- All supporting documentation for expenditures for the School (including reimbursement for salary, operational costs, capital expenditures, and the management and education fees) will be submitted monthly to the designated Board member for payment to ALS.
- The designated Board member will review and approve the supporting documentation and disburse funds.
- The supporting documentation will be concurrently submitted to the Board Accountant. The Board Accountant will be responsible for compiling monthly financial statements in accordance with prescribed formats dictated by the School District.
- Financial statements will be reviewed by the Treasurer and approved by the Board. This will include actual vs. budget comparisons. After approval, the financial statements will be submitted to the School District by the Board Accountant in accordance with School District procedures.
- All financial results will be audited by the auditor at fiscal year-end in accordance with *Governmental Auditing Standards* and submitted to the board for approval.

21.B. Explain the mechanisms the governing board will use to monitor the school's financial health and compliance.

The Board understands its fiduciary responsibilities for the public funds we receive and assures the Sponsor that the Board will retain ultimate control over the School's finances.

Prior to each fiscal year, a budget for the upcoming fiscal year will be prepared in cooperation between the ESP, the Board Accountant, the Principal, and the Treasurer designated by the Board. This budget will take factors into consideration such as projected enrollment, staffing and all other fixed and variable costs. Once complete, the budget will be submitted to the full Board for final review and approval.

A bank account will be established for the School. The Board will have sole control and access over this account. Cash receipts for Florida Education Finance Program (FEFP) payments related to FTE will be received into this bank account. Grant monies and other funds received by the School will be deposited in this account as well. Disbursements from this account primarily relate to payments to the ESP for school operating expenses and Board related costs (i.e. legal, board governance, audit, accounting and debt service). The Chairperson and the Treasurer of the Board will be the only approvers of all cash disbursements from their bank account.

ALS will be responsible for the majority of procurement, accounts payable, payroll and administration functions. The School will be billed monthly in accordance with the management agreement.. As mentioned above, the Treasurer and Board Chairperson will be responsible the approval of the monthly disbursements to ALS from the bank account.

The Board will receive monthly financial statements and enrollment figures from the Board Accountant. These reports will include the balance sheet, income statement, bank reconciliation, and cost reports on a monthly basis or as dictated by the Board of Directors, School District, and the FDOE. The financial reporting will follow guidelines applicable to GASB #34 and include, where applicable, OMB Circular A-133 Cost Accounting and Reporting. The Board Accountant will also produce financial information on a monthly basis in the format as required by the Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book 2021) and budget vs. actual financial statements.

Promote Enhanced Academic Success and Financial Efficiency

The School will align financial accountability with its responsibility for students' academic success in the following ways:

- Hiring highly-qualified certified teachers and administrators who are experienced in working with the target student population. Research continues to demonstrate that experienced and highly-qualified teachers are the primary contributors to student achievement and success.
- Acquiring the most effective technology and instructional materials to meet the needs of the target student population.
- Using a cost-benefit analysis process to ensure that school funding is effective in achieving the mission and goals of the School.

21.C. Describe the school's plans and procedures for conducting an annual audit of the financial operations of the school.

The non-profit Board will retain an audit firm on an annual basis through a request for proposal process. This firm will audit the financial information which has been provided to the Board by the Board Accountant and the ESP. The financial statements will be prepared in accordance with generally accepted accounting principles (GAAP) as required by the Governmental Accounting Standards Board (GASB). The audit will be performed in accordance with *Government Auditing Standards*, issued by the Comptroller General of the United States and also in accordance with Chapter 10.850, Rules of the Auditor General, which governs the conduct of charter schools and similar entity audits performed in the State of Florida.

21.D. Describe the method by which accounting records will be maintained.

Based on the guidance provided in the *American Institute of Certified Public Accountants (AICPA) Audit and Accounting Guide – Not-for-Profit Organizations*, and provisions of the Florida Statutes, the School will be presented as a governmental organization for financial statement reporting purposes. This School is required by its agreement with the District to use the governmental reporting model and follow the fund and account structure provided in the "Financial and Program Cost Accounting and Reporting for Florida Schools (Red Book) issued by the Florida Department of Education. The Governmental Accounting Standards Board (GASB) defines generally accepted accounting principles for not-for-profit entities. The GASB promulgates standards at various intervals. The Board is responsible for ensuring that all applicable GASB Statements are considered in the preparation of the financial statements.

The Board will hire a local accountant (the Board Accountant) who will assist in the compilation of monthly financial reports. The Board Accountant will be required to be a certified public accountant licensed to practice in the state of Florida. In addition, the Board Accountant will be required to maintain continuing professional education in governmental accounting and auditing.

21.E. Describe how the school will ensure financial transparency to the authorizer and the public, including its plans for public adoption of its budget and public dissemination of its annual audit and financial report.

The Board will ensure financial transparency by:

- Including the school's annual budget and annual independent fiscal audit on its website as required by s. 1002.3(9)(p)1., F.S.;
- Providing the annual budget to the District after adoption by the Board;
- Providing any amended budgets to the District within 10 days after board approval;
- Posting notice in advance of all meetings on the school website, ensuring that all meetings are open to the public;
- Posting notice in advance of all meetings on the school doors which includes an agenda of items to be discussed during the meeting.
- Including the minutes (which include financial matters) of all meetings on the school's website.

21.F. Describe any key back-office services to be outsourced via contract, such as business services, payroll, and auditing services. Include the anticipated costs of such services and criteria for selecting such services.

As described in the previous sections, the Board will be using its Board Accountant to assist in the preparation of an annual budget and the compilation of monthly financial reports. The anticipated annual cost of these services is $12,000. The Board will retain an independent audit firm on an annual basis after the first year of operation through a request for approval process. The anticipated annual cost of these services is $12,000. All other financial functions (procurement, accounts payable, payroll, administration, etc.) will be handled by ALS, the Board's Education Service Provider (ESP). The School will be billed monthly for the expenditures incurred for the previous month for these functions as outlined in the proposed Management Agreement in Attachment EE.

21.G. Describe how the school will store financial records.

Financial records will be stored electronically via software maintained on a network and backed up per ALS's Information Technology policy. Records will be maintained for the appropriate retention period required by federal and/or state regulations. Additionally, accounts payable supporting documentation will be stored via hardcopy for two years onsite and the remaining year at offsite storage. Paper versions of student and financial records will be stored in locked fireproof cabinets or fire-rated filing rooms as required in Chapter 119 of the Florida Statutes or be reduced to electronic documents for storage. Required student records will be prepared in a manner consistent with Florida statutes. Retention periods and disposition of records will be managed in a manner consistent with what is specified in the local School Board Records Management Manual.

21H. Describe the insurance coverage the school will obtain, including applicable health, workers compensation, general liability, property insurance, and directors' and officers' liability coverage.

(1) Health Insurance

The School will use a competitive, comprehensive salary and benefit package as a tool for attracting and retaining top-notch teachers, administrators, and other staff members. Benefits' levels may be adjusted periodically based on the school's financial condition. The health components of the compensation plan will include:

- Medical insurance
- Dental insurance
- Vision insurance
- Prescription drug plan
- Short-term disability insurance
- Long-Term disability insurance
- Health Care Reimbursement Account
- Dependent Care Reimbursement Account

(2) Other Insurance

Insurance coverage will comply with requirements specified by the School District or applicable state statutes. Coverage includes the following:

- Errors and Omissions Insurance
- Officers and Directors Liability Insurance
- Fidelity Bonds
- Commercial (General) Liability Insurance (includes casualty)
- Automotive Liability Insurance
- Employee Liability Insurance
- Property Insurance

The School will pay any deductible and premium amounts attributable to such insurance contracts. In addition to the insurance contracts and coverage discussed, all additional leases, debts, and other financial obligations of the School shall be obligations of the School and shall not constitute a debt, liability, or financial obligation of the School Board. Where applicable, the School District will be named as an additional insured. The School will carry the necessary worker's compensation and unemployment compensation coverage. The insurance companies we are seeking to provide coverage will have a rating of "A" or higher and a financial size category of "VII" or higher. We have conducted research for insurance company ratings utilizing the A.M. Best Company website.

22. START-UP PLAN

22.a. Present a projected timetable for the school's start-up.

ALS has extensive experience related to all aspects of school start-up and has outlined the required steps.. Each of the outlined steps has additional time incorporated to account for unplanned events. The timetable below describes the timing of the major steps in the start-up process in anticipation of charter approval.

Activity	Responsible Party	Date
Finalize Curriculum/Other Instructional Materials	Board / ALS	January 2023
Create School Budgets	Board / ALS	June 2023
Begin Site Search	ALS	July 2023
Submit Charter Application	Board	January 2024
Negotiate Charter School Contract	Board of Directors	March 2024
Begin Lease Negotiations	ALS	March 2024

Activity	Responsible Party	Date
Begin Collaboration with School District regarding process and procedures	Principal/ Board of Directors	March 2024
Establish bank account		March 2024
Sign MOU for Facility Lease	ALS	March 2024
Begin Recruiting for School Principal	ALS /Board	March 2024
Finalize school facility design	ALS	March 2024
Execute Facility Lease or Purchase Agreement	Board of Directors	March 2024
Begin Plans and Permits	ALS	March 2024
Begin Community Outreach, Communication, Student Recruitment and Enrollment	Principal/Board of Directors/ ALS	March 2024
Hire School Principal	ALS / Board	April 2024
Begin Teacher and Staff Recruiting	ALS	April 2024
Finalize School Calendar	Board of Directors	April 2024
Begin Facility Renovation	ALS	April 2024
Orders placed for FF & E	ALS	April 2024
Orders placed for Instructional Materials and Technology	ALS	April 2024
Governing Board Training	Board of Directors	May 2024
Enrollment Marketing Plan developed	Principal / ALS	May 2024
Enrollment office opens	ALS	June 2024
Complete Teacher and Staff Recruiting	Principal / ALS	June 2024
Principal Training	ALS	June 2024
Confirm district ESE liaison with Sponsor	Principal	July 2024
Ensure ESE forms and resources are on site	Principal / ALS	July 2024
Purchase all necessary school resources	Principal / ALS	July 2024
Set up transportation via area transit system	Principal / ALS	July 2024
Obtain public transportation schedules/brochures	Principal	July 2024
Ensure all local inspections have been completed	ALS	July 2024
Establish accounting services	Board / ALS	July 2024
Contract with CPA firm to conduct annual audit	Board	July 2024
Establish Financial Procedures	Board / ALS	July 2024
Develop and approve policy and procedure for proposed secure location of testing material	Board	July 2024
Lottery, if needed	Principal	On or before July 15, 2024
Submit Proof of Insurance to School District	ALS	July 2024
Facility Renovation Completed	ALS / Board	August 2024
Furniture, Fixtures, and Equipment Installed	ALS	August 2024
Technology and Instructional Materials in Place	ALS	August 2024
Train staff	Principal and ALS	August 2024
Student -Parent Orientation	Principal	August 2024
Verify all appropriate inspections and clearances including Certificate of Occupancy	Principal / ALS	August 2024
School Opening	**Principal**	**August 2024**

Addendum A: REPLICATIONS

A. IDENTIFY THE EXISTING SCHOOL(S), INCLUDING MSID NUMBER(S), TO BE REPLICATED AND PROVIDE EVIDENCE THAT THE EXISTING DESIGN HAS BEEN EFFECTIVE IN RAISING STUDENT ACHIEVEMENT. THE EFFECTIVENESS OF AN EXISTING SCHOOL DESIGN SHOULD INCLUDE EVIDENCE OF THE SUCCESS OF THE ACADEMIC PROGRAM AS WELL AS ORGANIZATIONAL AND FINANCIAL VIABILITY. IT SHOULD SHOW A DIRECT RELATIONSHIP BETWEEN PROGRAM ELEMENTS AND STUDENT ACHIEVEMENT.

The proposed school will replicate the program design currently in place in the Florida schools listed below:

District	School Name	MSID
Brevard	Riverside Charter High School	6521
Miami-Dade	Green Springs High School	7067
Miami-Dade	North Gardens High School	7068
Miami-Dade	North Park High School	7069
Miami-Dade	Kendall Greens High School	7516
Miami-Dade	Doral Park High School	7675
Hillsborough	Seminole Heights Charter High School	6646
Hillsborough	West University Charter High School	6659
Lee	Coronado High School	4251
Lee	Island Park High School	4274
Lee	North Nicholas High School	4242
Orange	Aloma High School	0120
Orange	Chancery High School	0085
Orange	Econ River High School	1002
Orange	Sheeler High School	0084
Orange	Sunshine High School	0202
Palm Beach	Quantum High School	3401
Palm Beach	Worthington High School	3421
Seminole	Elevation High School	9263

Academic Effectiveness

Students enrolling in the School are expected to have characteristics similar to students enrolled in the Schools listed above, all of which are managed by the proposed Education Service Provider, ALS Education. The typical student referred to these dropout prevention and recovery programs are:

- Approaching 18 years old and 2 or more years behind their expected grade level.
- Academically unsuccessful—97% reading below grade level (average 4th grade level) and 87% performing math below grade level (average 4th grade level).
- Average of 9.9 credits earned prior to enrolling. This is 14.1 credits (or more than 2 years in a traditional high school) away from meeting graduation requirements.
- Average GPA of 1.5 (compared to the 2.0 required for high school graduation).

- Significant personal/social obstacles that often impede academic success - 44% parenting, pregnant or caring for other family members and 49% holding a job to help support themselves or family.

Various factors precede and may cause these students to fall "off track" in their school progress. Students report that they have become disengaged from the traditional high school classroom because the pace of instruction is too fast or too slow; they are not interested in joining or have felt excluded from traditional high school "communities" and are not participating in social and extra-curricular activities; they are unable to attend a traditional high school because family or employment commitments do not allow them to attend a school with a traditional schedule; and, for many, family and personal crises create uncertainty and instability in their lives (e.g., family dysfunction, family care responsibilities, frequent change of residence, food insecurity, substance abuse, etc.).

Despite these challenges, students enrolled in 2022-23 at the schools to be replicated are showing academic progress and success as follows:

- Ninety one percent (91%) of 2022-23 students participating for a semester or more in the Reading Plus program have demonstrated at least one (1) grade level of skill growth in Reading.
- Seventy six percent (76%) of participating students demonstrated at least two (2) grade levels of skill growth in Reading.
- On average, students attending for a semester or more earned an average of over seven credits per year. Prior to enrollment, these students were earning an average of 3.3 credits per year. These students increased credit earning by 139 percent.
- Forty (40) percentage point increase in students with a cumulative GPA of at least 2.0 after a semester of attendance. Twenty-seven (27)% of students entered the schools with a 2.0+ GPA and, after attending our schools for a semester or more, sixty seven percent (67%) achieved a GPA of 2.0 or higher.
- Seventeen (17) percentage point better student performance on standardized tests than other alternative schools, as measured by the FLDOE School Improvement Rating ("SIR") system – Fifty-seven percent (57%) of 2021-2022 (last reported data) students in the average ALS-managed school demonstrated more than a year of growth or were proficient on standardized Math and ELA assessments. This performance compared to forty percent (40%) of students in other Florida alternative education schools who, on average, demonstrated more than a year of growth or were proficient on standardized Math and ELA assessments.

Perhaps the strongest evidence of the success of this school design is that **2,015 previously off-track students graduated from ALS-managed schools in 2022-23. In fact, 1,059 (52%) of these graduates were able to accelerate their learning and credit accumulation to graduate <u>on-time</u> with their 2019-20 9th grade entry cohort.**

The student stories below, while unique to each graduate, illustrate how our highly effective and replicable program can meet the myriad needs of off-track high school students:

Eloreen had spent most of her childhood bouncing between her mother's home and foster/group homes. She developed an anger issue which often caused her to get into fights at school. Eventually, she was expelled from public schools and enrolled in a special program

for troubled girls. Upon turning 18, she had to leave that program but was referred to *Worthington High School (Palm Beach County, Florida)* to earn the final three credits she needed. The school's staff saw her potential and continued to encourage her until she completed her final required course. Her tenacity was rewarded with an invitation to be Worthington's student speaker at the graduation ceremony. Eloreen went on to attend Palm Beach State College to pursue a career in social work, saying that she wants to help troubled young girls the way she has been helped.

Ricardo transferred to *North Nicholas High School (Lee County, Florida)* at the age of 17, needing 7.5 credits to graduate. He had been missing school for weeks at a time due to a medical condition, so was seeking a flexible program that would accommodate his attendance needs. During Ricardo's time at North Nicholas, he made up the credits he needed and significantly raised his GPA. He was named a Student Ambassador for the school, a position in which he met with new and potential students to explain the program. A native of Haiti, Ricardo was especially proud to be able to help and motivate other Creole-speaking students. Ricardo completed his graduation requirements and was the recipient of a scholarship from Cape Coral For the Children, Inc. He entered Florida Southwestern College after graduation.

Leann had become distracted in her traditional high school and was starting to skip classes. A counselor at her school suggested she try the flexible schedule at *Aloma High School (Orange County, Florida)*, in which she enrolled as a 16-year-old in 10th grade. Her progress was slow at first, but she was determined to finish school and wanted to raise her GPA to help earn scholarships. She earned the credits she needed and improved her grades. She believes she would not have completed high school if not for the staff at Aloma. "They never gave up on me because they wanted to see me graduate. I'm very grateful for all the help I got from teachers and administrators at the school." Leann enrolled at Valencia College, where she is majoring in business management and entrepreneurship.

Pedro was referred to *North Park High School (Miami-Dade County, Florida)* because he had been struggling in his large traditional school as a result of his limited proficiency in English. At North Park, he was able to learn at his own pace in a small school setting and receive the support he needed as an ESOL (English for Speakers of Other Languages) student. Pedro was able to earn his diploma and enroll at George T. Baker Aviation Technical College where is working toward a career in the aviation industry.

Organizational and Financial Effectiveness

Each of the replication school align financial accountability with responsibility for student success. Each School operates under guidelines set by its charter board and has policies and standardized procedures in place to support effective replication of the school design.

All of these ALS-managed charter schools are tax-exempt, non-profit and have been audited in accordance with:

- generally accepted auditing standards;
- *Government Auditing Standards* issued by the Comptroller General of the United States; and
- Chapter 10.850, Rules of the Auditor General, which governs the conduct of charter school and similar entity audits performed in the state of Florida.

The audited financial statements can be found at these links:

District	Charter School Name	Link to Audit
Hillsborough	Seminole Heights Charter High School	https://flauditor.gov/pages/chschools_efile%20pages/seminole%20heights%20high%20school.htm
Hillsborough	West University Charter High School	https://flauditor.gov/pages/chschools_efile%20pages/west%20university%20charter%20high.htm
Lee	Coronado High School	https://flauditor.gov/pages/chschools_efile%20pages/coronado%20high%20school.htm
Lee	Island Park High School	https://flauditor.gov/pages/chschools_efile%20pages/island%20park%20high%20school.htm
Lee	North Nicholas High School	https://flauditor.gov/pages/chschools_efile%20pages/north%20nicholas%20high%20school.htm
Miami-Dade	Green Springs High School	http://flauditor.gov/pages/chschools_efile%20pages/green%20springs%20high%20school.htm
Miami-Dade	Kendall Greens High School	https://flauditor.gov/pages/chschools_efile%20pages/kendall%20greens%20high%20school.htm
Miami-Dade	North Gardens High School	http://flauditor.gov/pages/chschools_efile%20pages/north%20gardens%20high%20school.htm
Miami-Dade	North Park High School	https://flauditor.gov/pages/chschools_efile%20pages/north%20park%20high%20school.htm
Orange	Aloma High School	http://flauditor.gov/pages/chschools_efile%20pages/aloma%20high%20school.htm
Orange	Chancery High School	http://flauditor.gov/pages/chschools_efile%20pages/chancery%20high%20school.htm
Orange	Econ River High School	https://flauditor.gov/pages/chschools_efile%20pages/econ%20river%20high%20school.htm
Orange	Sheeler High School	http://flauditor.gov/pages/chschools_efile%20pages/sheeler%20high%20school.htm
Orange	Sunshine High School	http://flauditor.gov/pages/chschools_efile%20pages/sunshine%20high%20school.htm
Palm Beach	Quantum High School	https://flauditor.gov/pages/chschools_efile%20rpts/2019%20quantum%20high%20school.pdf
Palm Beach	Worthington High School	https://flauditor.gov/pages/chschools_efile%20pages/worthington%20high%20school.htm
Seminole	Elevation High School	https://flauditor.gov/pages/chschools_efile%20pages/elevation%20high%20school.htm

B. DISCUSS THE KEY COMPONENTS OR NON-NEGOTIABLE ELEMENTS OF THE EDUCATIONAL PROGRAM THAT MAKE THE SCHOOL DESIGN WHAT IT IS AND THAT THE OPERATOR WILL EXPECT TO REMAIN CONSISTENT AND ESSENTIAL TO THE SUCCESSFUL REPLICATION OF THE MODEL.

The School's instructional program has five essential elements that are considered non-negotiable and critical to successful replication and high-quality outcomes: a) flexible daily schedule; b) individual success plans; c) blended learning instructional model; d) on-site and referral-based wrap-around student support services and e) intentional and ongoing college and career planning. These are described in detail in Section 3.B. of the Education Plan.

C. DESCRIBE HOW THE TARGET POPULATION FOR THE PROPOSED SCHOOL COMPARES WITH THE POPULATION(S) CURRENTLY BEING SERVED. EXPLAIN WHY THE MODEL WILL BE EFFECTIVE AND SUCCESSFUL IN RAISING STUDENT ACHIEVEMENT WITH THE APPLICANT'S TARGET POPULATION.

ALS and the Board of Directors have identified high-need neighborhoods in the District which lack adequate access to dropout prevention and dropout recovery programs. The target student population in these identified locations is anticipated to be similar to the population currently served at the replication schools in 2022-23 (described above in section A).

The model will be successful in raising student achievement with the target population as evidenced by the results achieved in the replication schools (See Section A) who are implementing the same instructional and support model which is founded upon evidence-based practices to include:

- **Open Entry Enrollment:** This allows students to begin at any time during the school year, space permitting. Students who have dropped out or have missed considerable time in school due to truancy or other interfering life circumstances do not need to wait for a new semester or new school year to re-enter school and progress toward graduation.

- **Flexible Scheduling and Shorter School Day -** The School will have two session options and the ability to adjust scheduling as needed to help students accommodate work and/or childcare responsibilities. Students can also choose to attend multiple sessions to further accelerate progress toward graduation.

- **A Blended Instructional Model-** Direct instruction combined with online content allows students to work at a pace that is appropriate to their skill level while providing an opportunity to build basic skills and accelerate credit earning. This model gives students, staff and parents real time feedback on course progress and identified areas of concern to ensure immediate and targeted support when academic obstacles arise.

- **Extensive Academic & Social Supports On-site-** The School is small allowing for more individualized attention both academically and socially. The school Family Support Specialists in collaborative partnerships with community agencies will provide comprehensive on-site and referral-based supports to students and their families from a broad array of services to include individual/mental health counseling, family counseling and case management.

D. TO THE EXTENT THAT THE TARGET POPULATION FOR THE PROPOSED SCHOOL DIFFERS FROM THE POPULATIONS BEING SERVED IN EXISTING SCHOOLS, EXPLAIN ANY ANTICIPATED MODIFICATIONS AND ADJUSTMENTS TO THE EDUCATIONAL PROGRAM.

The target population for the proposed school does not significantly differ from the schools being replicated, so no modifications or adjustments are anticipated.

E. DESCRIBE ANY OTHER WAYS IN WHICH FEATURES OF THE PROPOSED SCHOOL'S EDUCATIONAL PROGRAM WILL DIFFER FROM THAT OF THE SCHOOL(S) TO BE REPLICATED. EXPLAIN THE RATIONALE FOR THE CHANGE(S) AND ANY NEW RESOURCES THAT THE VARIATION(S) WILL REQUIRE.

Our intent is to replicate the educational program at the replication schools with no variations.

F. DISCUSS THE PLAN FOR REPLICATION, INCLUDING IF THE OPERATOR WILL NEED TO ACQUIRE AND ALLOCATE ADDITIONAL FINANCIAL AND HUMAN RESOURCES NECESSARY TO REPLICATE THE DESIGN SUCCESSFULLY. IF ADDITIONAL RESOURCES ARE NECESSARY, DESCRIBE THE PLAN FOR SECURING.

Because our ESP, ALS, is accustomed to operating and opening multiple locations, it is anticipated there will be no need for additional resources. As fully described in Addendum B, ALS is already managing nineteen schools, and is fully staffed to provide services to another school. These services include, but are not limited to:

1. Employee Management and Administration
2. Instructional Programs Consulting / Curriculum Management / Professional Development
3. Social Work and Family Service Development and Consulting
4. Human Resource Recruitment and Consulting
5. Financial Management and Funding Consulting Services
6. Information Technologies Design, Consulting, Procurement, and Support
7. Student Recruitment
8. Student Testing and Assessment, Research, and Data Reporting
9. Facility Services

G. DISCUSS THE RESULTS OF ANY PAST REPLICATION EFFORTS, IF APPLICABLE, AND LESSONS LEARNED – INCLUDING PARTICULAR CHALLENGES OR TROUBLES ENCOUNTERED; HOW YOU HAVE ADDRESSED THEM; AND HOW YOU WILL AVOID OR MINIMIZE SUCH CHALLENGES FOR THE PROPOSED SCHOOL.

In 2008, the first five ALS-managed schools being replicated opened in Orange and Lee Counties. Since that time, the model has been successfully replicated in fourteen additional Florida schools, as evidenced by: consistently high performance across the network of schools on the State's School Improvement Rating (SIR) for alternative schools; successful charter renewal terms of up to 15 years; and accreditation renewal by Cognia with an achieved quality index score above the average for accredited school systems. Challenges encountered during the first school replications have been addressed through a commitment to continuous school improvement and identified areas of opportunity have been incorporated into the instructional and operational model.

Addendum B: EDUCATION SERVICE PROVIDERS

ESP SELECTION

A. Explain why the applicant is seeking to contract with an ESP rather than operate the school(s) directly.

The Board of Directors is seeking to contract with an ESP to operate this school because:

- Although we are experienced professionals in many of the areas necessary to oversee a charter school, we do not have the resources, experience or expertise required to provide the day-to-day supervision required to operate a school;
- We believe there is a need in our county to provide Dropout Prevention and Recovery Program (DPRP) schools in areas that are currently underserved and the ESP we have selected has a track record of success in serving our target student population; and
- Through conversations with other charter boards which have worked with our selected ESP, ALS Education (ALS), we are confident in its ability to provide a program that is educationally and financially sound.

B. Explain how and why the ESP was selected. If this is the first time the applicant has contracted with this ESP, explain when and how the applicant learned of the ESP, what other ESPs were considered, and why the ESP was selected over other ESPs.

The Board of Directors is choosing to contract with ALS for three (3) primary reasons. First, ALS has over fifteen years of experience opening and operating successful DPRP schools. Second, ALS has an educational and support approach that aligns with the philosophy and mission of the Board. Third, ALS has a track record of effectiveness in meeting the needs of at-risk students as evidenced by: consistently high performance across the network of schools on the State's School Improvement Rating (SIR) accountability system for alternative schools; successful charter renewal terms of up to 15 years; and accreditation renewals by Cognia with an achieved quality index score about the average for accredited school systems..

ALS has a track record of achievement and academic success that the company has achieved in each of its school district partnerships (Please see the "ESP Track Record" section of this document). The ALS leadership team has decades of experience in Education, Finance, Business Management, Public Relations, Social Work/Mental Health and related fields, and has a proven record of commitment to helping low-performing students remediate their skill deficits, accelerate their learning and earn a high school diploma (See "ESP Background" section). ALS believes that all students can improve their academic performance if given the time, opportunity, resources, structure, and encouragement from caring, competent adults. School district administrators, board members, and business and community leaders in school districts in which ALS manages charters attest to ALS' ability to implement programs in a cost-effective, efficient, and timely manner that has consistently met their needs and requirements.

C. For applicants working with an ESP for the first time, provide summary information from reference checks conducted by the applicant (regarding the ESP), identifying each reference.

Our Board's primary reference check was conducted with a Charter Board in Hillsborough County that hired the company to open and manage their DPRP charter schools starting in 2009. Over the past 15 years, ALS has successfully supported that Board in expanding from one to two schools; achieving all annual outcome goals; earning "commendable" and "maintaining" SIR accountability ratings; securing and renewing Cognia (formerly SACS-CASI) accreditation; and successfully earning 10-year contract renewals.

In addition to the Board's reference from the Hillsborough County Governing Board Representative, we conducted site visits to currently-managed ALS schools that included meeting with organizational leadership, school leadership, teachers and staff as well as talking to students individually in their classrooms. The site reviews provided an opportunity for firsthand evaluations of the program delivery and direct reference from the individuals involved in implementing the model as well as the recipients of it. The enthusiasm of the Hillsborough County charter board – which has watched 922 previously unsuccessful students graduate from its schools since 2009, together with our interaction with ALS employees and students, provided a valuable reference and contributed to our confidence that ALS is the right ESP to help us replicate this program for struggling students in our district.

An additional reference was provided by the chairman of the board that holds the charter for Elevation High School in Seminole County. Elevation is one of the newest schools that the company operates under board governance– having been in operation since 2021-22. In its first year, Elevation was awarded a Commendable School Improvement Rating. From this board chair, we received valuable information about how the board worked with ALS through the application and start-up processes to have a successful school from the start.

D. Describe whether and how the school's board has assessed the capacity of the ESP to successfully carry out the functions necessary to operate a high-quality charter school.

The Board is confident of ALS's capacity to operate a high-quality school based on the information we have reviewed about its success in other Florida districts and with other non-profit governing boards. Key operational outcomes were considered when making the decision to use ALS as the ESP for the School. These include academic/student outcomes; operational outcomes, fiscal management/ outcomes and stakeholder outreach along with an assessment of the Board's experience with members of the ESP's management. See "ESP Track Record" below for a detailed review of the outcomes that supported the Board's selection.

As with all businesses and schools, ALS was forced to make changes when the COVID-19 pandemic hit in Spring 2020. At the very start of the pandemic, the organization quickly and successfully pivoted its instructional and support model to meet the needs of students and teachers in a remote delivery environment. ALS's Remote Learning Plan and later its Spring Innovative Learning Plan were both approved by district authorizers and the State Board of Education. The Board views this as further evidence of the organization's ability to adapt swiftly to changing needs and effectively respond to new regulatory requirements. ALS's success in implementing its program with fidelity while navigating unprecedented education challenges is a strong indicator of the organization's capacity to respond to challenges and to innovate in response to the current and future needs of the target student population.

ESP BACKGROUND

A. Provide the mission of the ESP and an overview of the organization's strategic vision, including, if applicable, a five-year growth plan, and rationale for managing new schools.

ALS's mission is to help at-risk students earn a standard high school diploma and prepare for postsecondary success. The vision of the company is to provide students who are severely off-track and academically challenged with an innovative, flexible and alternative approach to learning. This philosophy is based on the belief that all students deserve a quality education and another chance to succeed in school. The following are core beliefs that provide the basis for the philosophical foundation of the Company's services:

- All students can learn.
- All students have the intellectual ability to complete high school coursework and successfully transition to a postsecondary opportunity if the barriers to their high school attendance and learning are removed.
- All students can be taught to be accountable for their learning, to identify their own learning needs, and to find the resources and support they need.
- All students deserve a first-class education that sets them on a path toward a successful future and life.
- All students need access to responsive, supportive relationships and guidance from adults.
- Some students need a non-traditional educational environment to overcome obstacles and graduate from high school.
- All students deserve every opportunity to live up to their potential through access and exposure to the many postsecondary options available to them.

No single educational organization, philosophy, or program is right for everyone. All students learn at different rates and in different ways. Students should have educational choices that meet their individual needs and learning styles. The students ALS serves are more likely to overcome their daunting life obstacles when they are connected to important adult relationships, services, and interventions that address their unique academic and social challenges. In addition, students' high school experiences need to prepare them adequately for postsecondary education and the demands of work by exposing them to their options and helping them overcome the barriers to successful postsecondary transition.

B. Identify the ESP's leadership team and their specific roles and responsibilities. Include as Attachment BB an organization chart for the ESP.

Attachment BB includes an organization chart for ALS. The leadership includes:

- Angela Whitford-Narine, Chief Executive Officer - Responsibilities include making major corporate decisions and managing the overall operations and resources of the Company. Ensures that academic outcomes are achieved in all managed schools while collaborating with governing boards, school leadership and key authorizer staff to develop and execute strategic plans for accomplishing the mission of the organization and Board.
- Jeff Dilley, Chief Financial Officer – Responsible for the financial management and leadership of the company.

- Mark Ornstein, Vice President of Operations – Responsible for supervising all schools managed by ALS as well as overseeing personnel responsible for facilities, human services, and safety/security.
- David Zeiler, Executive Vice President of Educational Platforms – Responsible for leading and overseeing the development and delivery of current and new curriculum and instructional programs.
- Drew Hill, Vice President of Marketing and Enrollment – Responsible for developing and executing marketing and enrollment plans that align with ALS's mission for student success.
- Greg Engeman, Executive Vice President, Organizational Relationships - Responsible for developing relationships with new school district partners, and acts as liaison between the charter school board and ALS.

ESP TRACK RECORD

A. Provide evidence of organizational capacity to open and operate high-quality schools in Florida and, if applicable, elsewhere in accordance with the overall growth plan. Outline specific timelines for building or deploying organizational capacity to support the proposed school.

With a fifteen-plus year track record of serving students in urban communities, ALS has demonstrated a broad range of school management capabilities resulting in the attainment of new charters and the renewal of eligible existing charters within seven school districts in Florida, two school districts in North Carolina and one school district in Georgia.

ALS currently possesses the organizational capacity to open and support the proposed School and will begin deploying such supports immediately upon approval to begin the new school activation process. The organization continually assesses its ability to successfully support the management of its Schools and deliver on the commitments defined by the school contracts and management agreements. As such, when gaps or opportunities are identified the organization will act accordingly.

ALS regularly solicits feedback from its partnering governing boards to evaluate the efficacy and satisfaction with staffing levels, both current and proposed, for growth and initiatives to enhance the accomplishment of the mission.

B. Provide a comprehensive listing of ESP-operated charter schools (current and past) by completing form IEPC-M1A and attach as Attachment DD.

The comprehensive list is included as Attachment DD.

C. Explain the ESP's success in serving student populations similar to the target population of the school. Describe the ESP's academic track record (provide specific academic results on all schools using Form IEPC-M1A, attached as Attachment DD).

Academic results for all schools operated by ALS are shown in Attachment DD. Academic outcomes among 2022-23 students at ALS-managed schools include:

- Ninety one percent (91%) of 2022-23 students participating for a semester or more in the Reading Plus program have demonstrated at least one (1) grade level of skill growth in Reading; while seventy six percent (76%) of participating students demonstrated at least two (2) grade levels of skill growth in Reading.
- On average, students attending for a semester or more earned an average of over seven credits per year. Prior to enrollment, these students were earning an average of 3.3 credits per year. These students increased credit earning by 139 percent.
- Forty (40) percentage point increase in students with a cumulative GPA of at least 2.0 after a semester of attendance. Twenty-seven (27)% of students entered the schools with a 2.0+ GPA and, after attending our schools for a semester or more, sixty seven percent (67%) achieved a GPA of 2.0 or higher
- Seventy-five percent (75%) of graduates planned to attend a 2- or 4- year college or a Career and Technical program following graduation with an additional 3% planning to enlist in the military.

Organization-level accomplishments include:

- Accreditation- In February 2012, ALS was originally awarded AdvancED Corporation Systems Accreditation with a status of Accredited. ALS was the first DPRP charter school management organization in the state to earn this distinction. In 2017, ALS was re-accredited for another 5 year term, receiving an Educational Quality Index Score above the average of accredited schools, and in 2022, ALS was again reaccredited by Cognia (formerly AdvancED) for another 5-year term.
- Strong Performance on State Accountability Ratings- ALS schools have consistently high performance across the network of schools on the State's School Improvement Rating (SIR) for alternative schools.
- Positive Operational Outcomes: ALS schools have a demonstrated track record of positive reviews of annual compliance with Federal, State and contractual accountabilities.
- Extended Term Renewals- The charter agreement for every ALS-managed school that has reached the end of its term and sought to renew has been **renewed** by its authorizing district school board. This includes three schools in Miami-Dade County (renewed for 10 years), three schools in Lee County (renewed for 15 years), five schools in Orange County (renewed for 15 years), two schools in Palm Beach County (renewed for 10 years) and two schools in Hillsborough County (renewed for 10 years).

D. List and explain any management contract terminations as well as any charter revocations, non-renewals, withdrawals or non-openings that the ESP has experienced in the past five (5) years.

There have been no management contract terminations, non-renewals, withdrawals or charter revocations in the past five years..

LEGAL RELATIONSHIPS

A. Describe how the school's governing board is independent from the ESP and self-governing, including evidence of arm's-length negotiating.

The Board of Directors will engage independent legal counsel, board accounting services, and financial auditors. The legal counsel will assist the Board in developing, negotiating, and monitoring a formal management agreement with ALS. The Board of Directors will approve the annual operating budget of the School, and expenditures will only be incurred after the Board has approved the budget.

The Management Agreement (in Attachment EE) will specify performance expectations of ALS with regard to business and academic expectations. The duties and responsibilities of both parties will be outlined in the charter contract and reinforced in the Management Agreement. If these are not fulfilled, the Board will be able to terminate the relationship with ALS. Not only will this Agreement assure a proper and legally appropriate relationship with the Board of Directors, it will also simplify and streamline the operation of the School with little need for complex, multiple agreements between the Board of Directors and vendor/suppliers.

The Board of Directors of the School will be the policy-makers and have ultimate authority and control over the School and hiring the ESP. The Board will expect ALS to report on student achievement results at each Board meeting. The Principal, with support from ALS, will be the policy-executor and undertake the day-to-day responsibility of carrying out the Board's directives. If the ESP breaches its agreement with the Board of Directors, does not live up to scholastic performance measures in the Charter School Contract, and cannot cure those breaches within the required timelines, then the Board of Directors reserves the right to discharge ALS from its duties and take over all day-to-day operations to ensure that the School can continue to educate students.

The IRS has awarded tax-exempt status to the charter boards of all charter schools managed by ALS that are using, or will use, this instructional and program model. The IRS uses a strong test of governing independence when awarding tax-exemption and has judged these agreements to be fully consistent with "arms-length" relationships that reflect the Board's independence and oversight.

B. Explain whether the school has or will have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated[1] with or owned in whole or in part by the ESP.

The School does not have and will not have any legal or contractual relationships with any subsidiaries or other entities or individuals that are affiliated with or owned in whole or in part by ALS.

C. Explain the supervisory responsibilities of the ESP (if any), including which school employees the ESP will supervise, how the ESP will supervise these employees, and how the school's governing board will oversee the ESP's supervisory responsibilities.

As indicated in the organizational chart included as Attachment M, the Board of Directors will provide the governance and policy direction for the School and have ultimate authority and control over the School.

As the governing body, the Board will be responsible for hiring approval of the Principal and all instructional personnel, setting school policies, approving school budgets, and monitoring financial and student achievement objectives and progress in attaining them. The Board understands that

1 The term "affiliated" means and includes one or more corporations or entities under the same or substantially the same control of a group of business entities which are connected or associated so that one entity controls or has the power to control each of the other business entities. The term "affiliated" includes, but is not limited to, the officers, directors, executives, shareholders active in management, employees, and agents of the affiliated corporation. The ownership by one business entity of a controlling interest in another business entity or a pooling of equipment or income among business entities shall be prima facie evidence that one business is affiliated with the other.

effective governance is characterized by a Board that sets policy and direction in support of the organization's mission. The Board of Directors will not be involved in the day-to-day leadership or administration of the School and will empower the Principal and his/her staff with these duties. The ALS Regional Director of Schools or Executive Principal will provide training and support to the Principal; will hold the Principal accountable for meeting the School's goals and objectives, including student performance; and will ensure fidelity to the School's mission, purpose, and educational program design.

The Principal, who is responsible for the day-to-day operations of the School, will have the most influence on the success of the School. The Principal will be a collaborative leader who will provide frequent and routine communications to the Board and stakeholders. The Principal will attend all board meetings to report on matters related to the daily operations of the school.

The organizational structure of the School will facilitate the delivery of instructional and support services to students in an effective and efficient manner. The Principal will work directly with faculty and staff to ensure that they receive proper direction and support. The Principal will oversee the planning, designing and delivery of coherent instruction; will supervise all staff; will communicate effectively with parents, the Board, and the broader community about the School's progress; and will provide leadership that will support the School's teaching and learning environment. He/she will be responsible for hiring, supervising, and evaluating all school staff and will lead the daily operations of the school. On a day-to-day basis, the Principal will be responsible and accountable for the educational and operational outcomes at the School as well as for ensuring that the School is meeting its stated goals and objectives. To the extent possible, all day-to-day operating decisions will be made on site by the Principal.

The Assistant Principal will be the direct supervisor of all of the educators at the School including teachers, ESOL endorsed teacher(s), ESE teachers, Reading teachers, and all other educational personnel. Meeting or exceeding job requirements as outlined in the job description will be a measure of evaluating employee performance. The School's evaluation systems will align to s. 1012.34, F.S. requirements. The Board will not have a direct relationship with teachers.

Ultimately, the success of the School requires cooperation between the Board of Directors and school leadership. The primary goal of both the Board and the school leaders will be to provide the best possible educational opportunities for students. To achieve this end, the Board, Principal and ALS will work together in a positive climate of mutual trust and respect toward achieving their mutual goals.

D. If the school's governing board intends to enter into a financing agreement with the ESP:

The School's Governing Board does not intend to enter into a financing agreement.

ORGANIZATIONAL STRUCTURE

A. Provide a description of the roles and responsibilities of the ESP. This may include whether and how the specific roles and responsibilities set forth below may or may not be provided by the ESP, in order to summarize school- and ESP-level responsibilities. If some portions of a function are the responsibility of both the ESP

AND THE GOVERNING BOARD, PLEASE EXPLAIN. THE DESCRIPTION SHOULD ALIGN WITH THE MANAGEMENT AGREEMENT WITH THE ESP AND PROVIDE A CLEAR PICTURE OF WHAT THE ESP IS RESPONSIBLE FOR.

The Education Services Provider, ALS, will operate the school through a Management Agreement (see Attachment EE) which outlines the responsibilities of the ESP (and Board where indicated) as:

(1) Employee Management and Administration

ALS will employ and manage all positions for the School, including but not limited to: hiring and terminations, payroll administration, benefits administration, and performance evaluation management. The Board shall take the lead role in hiring and terminating the school Principal and shall approve all other instructional hires. The Board will pay only the actual salary, benefits, and payroll tax costs for their employees.

(2)Instructional Programs Consulting/Curriculum Management/Professional Development

First and foremost, the role of ALS will be to support a highly-effective instructional curriculum. The Company was founded on the principle that a quality education will allow each individual to reach his/her full potential academically, professionally, vocationally, and personally. The Board is convinced that ALS will support the School and ensure successful School operation leading to higher student achievement as demonstrated by its track record. ALS's education professionals are dedicated to creating and implementing curricula founded on evidence-based research and years of testing, ensuring that all curricula are fully aligned with state and national standards. They are continually re-evaluating teaching methods, especially those that incorporate specially designed, technology-enhanced curricula that integrate all levels of academic coursework. They also work to provide high-quality professional development opportunities for administrators and teachers.

(3) Social Work and Family Service Development and Consulting

The Principal, Family Support Specialist, Career Coach, and other school personnel will meet with community agencies that provide services to students and families. They will encourage community-based service providers and postsecondary institutions to partner with the School and facilitate regular onsite and offsite services for students and families as described in Section 15.B.

(4) Human Resource Recruitment and Consulting

ALS's human resource professionals will assist in recruitment, vetting, background checks, and setting compensation and fringe benefits levels for employees.

(5) Financial Management and Funding Consulting Services

ALS' role in financial management will include:

- Assisting the Board and its Board Accountant with budget oversight and financial reporting
- Accounts Payable functions
- Purchasing and procurement services
- Payroll processing
- Assisting the Board Accountant in maintenance of fixed asset ledgers
- Federal and state grant research, submission, and management

ALS maintains a central support service center which provides financial management and consulting services. This support center will manage certain financial aspects of the School including cash flow, purchasing, accounts payable, payroll, human resources, benefits administration, information

technology, and insurance and risk management. ALS will assist the School in establishing appropriate internal controls as well as financial policies and procedures. In addition, ALS will support the School's start-up efforts including contract negotiation, staffing, training, facility development, equipment procurement, and related activities.

(6) Information Technologies Design, Consulting, Procurement, and Support

The school recognizes the importance of seamless technology integration within its state-of-the-art computer delivery system. To ensure optimal performance, a dedicated Information Technology (IT) support staff will be provided by ALS. This team, composed of highly qualified professionals boasting diverse certifications like Microsoft, Cisco, A+, and Canon, brings expertise across a wide spectrum of technologies. Led by individuals with degrees in Applied Business, Computer Science, and Business Administration, the team tackles the intricate task of managing and maintaining the School's extensive network infrastructure, from switches and routers to firewalls. They ensure smooth connectivity and optimal network performance. Their responsibilities encompass overseeing all software applications, including deployment, configuration, maintenance, licensing, updates, and user access control. They meticulously manage procurement, prioritizing cost-effectiveness and adhering to budget constraints while fostering strong vendor relationships to secure the best deals. Furthermore, the team provides comprehensive technical assistance to staff and students, offering troubleshooting, answering questions, and guiding them through various technology tools. Their skillset extends to designing, developing, and maintaining internal applications like STARS, MySuccess, and StudentNav, ensuring efficient operations and user-friendliness. Additionally, they handle integrations with third-party applications, maximizing the functionality of the School's technology ecosystem. This dedicated IT team, through their combined expertise and commitment to user support, plays a pivotal role in supporting the School's state-of-the-art technology, ultimately enhancing the educational experience for all.

The services provided include but are not limited to:

- Engineering: Designs and implements network infrastructure, manages the Azure environment, and ensures robust cybersecurity measures.
- Administration: Oversees Office 365 applications, manages virtual servers, and handles Porteus server configuration and disaster recovery plans.
- System Access: Controls system access by managing user accounts and permissions.
- Hardware Assessments/Support: Evaluates hardware needs, provides technical support for school equipment, and tracks budget spending.
- Internal Applications: Analyzes user needs, gathers specifications, and develops and maintains internal applications. This team also conducts quality assurance testing and monitors application performance.
- Procurement/Purchasing: Handles all procurement processes for hardware, software, and services, including broadband, fiber, and phone providers.
- Contract Management: Manages IT and curriculum contracts, RFPs, and inventory.
- Field Operations: Oversees field technicians, provides school hardware and software support, and manages SharePoint administration and networking assistance.
- Staff IT Onboarding/Offboarding: Ensures smooth onboarding and offboarding processes for staff regarding IT access and equipment.

(7) Student Recruitment

ALS will be responsible for recruiting and enrolling students as described in Section 14 and in compliance with all applicable federal, state and local laws.

(8) Student Testing and Assessment, Research, and Data Reporting

One of the key measures of effective schools is the ability to track, monitor, and report student performance progress. ALS will provide a support team with the expertise and experience to create and maintain accurate and efficient data management and reporting systems to inform instruction and report student performance to students, parents, teachers, and necessary stakeholders. This assessment group will train and assist school staff with data entry and management, use of data to make informed decisions, and reporting requirements to ensure the continuous collection and analysis of student data, school performance data, data trends, and individual student/grade level progress. The continuous collection, monitoring, and analysis of performance data will ensure that the School will be held accountable and will provide the documentation for reporting purposes. This information can then be used to make data-driven decisions to improve the educational program, instructional methods, and program implementation of the most effective classroom practices.

(9) Facility Services

ALS understands the important role that an appropriate physical environment has in the learning process of students. All decisions and guidance in Facilities Services are made with the goal of student success at the forefront. The Company has proven success in developing and managing learning facilities conducive to maximizing students' potential for achievement.

ALS has a highly experienced staff with extensive expertise to support the School in all areas of facility services, including, but not limited to:

- Site selection: The Company will identify potential sites for the school's facility. The site identification process will include determining the extent of necessary construction improvements. The Company may engage the services of a local real estate professional as part of this process.
- Building design: The Company will utilize its experience in designing successful learning facilities to include architectural design, floor plan optimization, and selection of fixtures and finishes.
- Construction management: The Company will designate a representative to manage the construction and improvement process from start to finish, including contractor relations, quality control, and budgetary compliance.
- Lease negotiations: The Company will provide lease negotiation services to achieve favorable lease arrangements for the School. This support includes property management and financial expertise.
- Facilities maintenance and management: The Company will continue to manage and maintain the school building after construction is completed.

(10) Additional Services

In addition to those listed above, further services provided by ALS will include:

- Tracking and reporting on academic and financial performance goals and other key school performance indicators
- Special populations consulting, including ESE and ESOL compliance and programming support
- Management of teacher and administrative staff training and development
- Board of Directors' communications and meeting support
- Marketing and communications
- Grant writing and management

B. Describe the oversight and evaluation methods that the board will use to oversee the ESP. What are the school-wide and student achievement results that the ESP is responsible for achieving? How often, and in what ways, will the board review and evaluate the ESP's progress toward achieving agreed-upon goals? What are the conditions, standards, and procedures for board intervention, if the ESP's performance is deemed unsatisfactory?

The Board will hold the proposed ESP, ALS, accountable for the following performance goals:

- comply with the policies and procedures adopted by the Board for the School;
- undertake efforts to achieve the performance measures in the Contract between the School and the Sponsor;
- implement the annual budget as approved by the Board;
- provide all information and written reports reasonably requested by the Board and consistent with the Statement of Mission and Purpose, including periodic reports on student performance, copies of all reports and other materials provided to any oversight entity and evidence of compliance with the terms of the Contract; and
- meet with the Board with such frequency as the Board shall reasonably request.

As outlined in the proposed Management Agreement, ALS will be responsible and accountable to the Board of Directors for the administration, operation and performance of the School in accordance with the School's Contract and approve application, the Statement of Mission and Purpose, and the laws of the State of Florida. The Board will work with counsel to negotiate the final language of the agreement and will ensure that appropriate language related to termination or other sanctions is included as a way to protect the school and students. The Board will hold the management company accountable to the language in the charter application, charter contract, and annual financial plan (budget).

While the Board retains the ultimate decision-making authority, the management company will be held responsible for the daily execution of the school's mission, operations, and outcomes according to the terms of the management and educational services agreements. If ALS breaches its agreement with the Board of Directors, does not live up to scholastic performance measures in the charter agreement, and cannot cure those breaches within the required timelines, then the Board of Directors has the right to discharge ALS from its duties and take over all day-to-day operations to ensure that the School can continue to educate students.

C. Describe the payment schedule, including all fees, bonuses, early termination penalties, and any other compensation to be paid to the ESP.

It is anticipated that the School will pay a monthly continuing fee to ALS equal to the percentages of the School's Qualified Gross Revenues outlined in the Management Agreement in Attachment EE.

D. Describe the types of spending decisions the management organization can make without obtaining board approval? What reports must the ESP submit to the board on financial performance, and on what schedule? How will the school governing board provide financial oversight?

The School's Board of Directors will retain approval and oversight responsibility for the finances of the School and will receive regular reports from its Board Accountant on actual results as compared to the budget and other reports as necessary throughout the year. ALS will assist the Board in establishing appropriate internal controls as well as financial policies and procedures. In addition, ALS will support the School's start-up efforts including contract negotiation, securing funding sources, staffing, training, facility development, and related activities.

Budgets for the year will be prepared by ALS and reviewed by the Principal, the Treasurer, and the Board Accountant. The annual budget will then be presented to the Board of Directors for approval. Once the budget has been approved, ALS will pay for all operating and capital expenditures.

All disbursements with the exception of grant expenditures (including wires and checks) will be initiated by one of three management company senior executives from an ALS operating account. All disbursements will include all signed supporting documentation. Grant disbursements will be approved by the management company grant specialist who will compare the expenditure to grant requirements and budgets. Disbursements for grant expenditures will be processed by a designated member of the Board of Directors from the School's bank account.

E. What is the term (duration) of the management agreement? Explain the conditions and procedures (including time frames, notice, and decision-making procedures) for renewal and termination of the contract? Describe the conditions that both the ESP and the school must satisfy for the management agreement to be renewed. On what grounds may the ESP or the governing board terminate the management agreement for cause? List any indemnification provisions in the event of default or breach by either party. If these provisions are addressed in the management agreement, the applicant may cite the specific sections.

The proposed Management Agreement (included in Attachment EE) includes a term that is concurrent with the term of the charter agreement. The term may be extended, allowed to continue, or renew unless terminated according to the agreement terms.

The Governing Board may terminate the agreement in the event:: the School's charter is not awarded or is terminated; or ALS materially breaches the agreements and fails to cure the material breach before the later of: (a) Ninety days of its receipt of written notice from the School; or (b) The end of the then-current academic semester, unless the breach cannot be reasonably cured within the cure period, in which case ALS will promptly undertake and continue efforts to cure the breach within a reasonable time. If ALS's material breach is such that it creates an imminent danger to the safety of students, parents or others, the breach must be cured immediately upon notice from the School. There are no indemnification provisions.

F. Provide as Attachment EE, a draft of the proposed management agreement with the ESP.

Included as Attachment EE is a draft of the proposed Management Agreement.

Support for Conversion

The Model Florida Charter School Application requires the applicant to include Attachment A (*evidence of compliance with the voting requirements set forth in section 1002.33(3)(b), F.S.*) if it seeks approval to convert an already existing public school to charter status.

Florida High School for Accelerated Learning – Manatee, Inc. is not seeking to convert an already existing public school to charter status, so this attachment is not applicable.











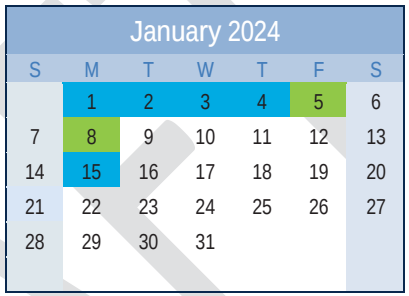

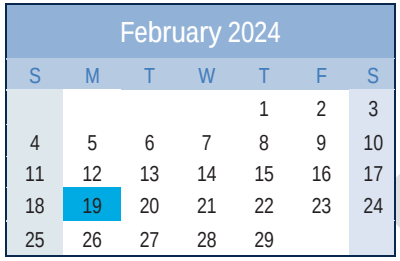

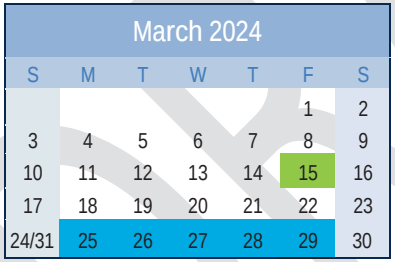

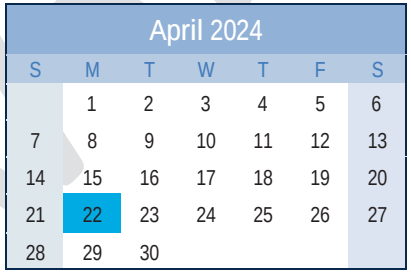



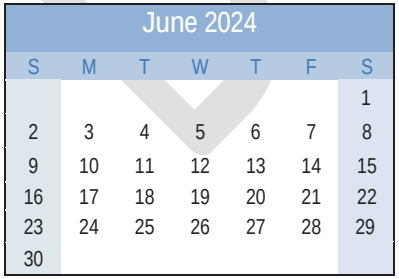



Manatee County 2023-2024 Sample School Calendar

- Beginning/End of 180 Day Calendar
- Staff PD / Training
- Holiday – School Closed
- Weather Day - Closed

Marking Periods

1st quarter 8/10/23 – 10/12/23
2nd quarter 10/16/23 – 12/21/23
3rd quarter 1/9/24 – 3/14/24
4th quarter 3/18/24 – 5/24/24

DRAFT

Days and Hours of Instructional Time

Consistent with s. 1011.61(1)(a)(1), F.S., the School will operate as a double session school with an instructional calendar providing no less than the annual instructional hours required by statute (currently 900 annual instructional hours). In addition, the School will mirror the district's school calendar relating to holidays.

The School will offer up to two (2) five-hour sessions for curriculum instruction. Students will choose to attend one of the sessions (or both as space permits). As illustrated below, the School will implement a schedule that aligns with its mission and program. Below is a typical daily schedule at the School.

School Daily Schedule	
Session I	7:00 a.m. – 12:00 p.m.
Session II	12:30 p.m. – 5:30 p.m.

Typical Day for a Student

HIGH SCHOOL

Following is a description of a typical day for students enrolled in our School. Since this is an individualized program, not all students will participate in the same learning activities or counseling programs at the same time or in the same order.

- Arrive at school, review *MY SUCCESS*® Student and Parent Dashboard (Example in Attachment FF), and prepare for instruction.
- Student accesses instructional software and works independently to make progress in assigned coursework.
- Teachers facilitate learning, provide direct instruction, monitor student progress, and help students address any non-mastery of key concepts. This may occur individually or in a large or small group as determined by the teacher to best meet students' needs.
- Students identified as requiring instructional support are assigned to intervention sessions.
- Student may spend time with the Family Support Specialist or onsite service provider to address any social/personal barriers to learning.
- Student may spend time with the Career Coach in the College and Career Center to work on college and/or career planning, preparation, and postsecondary transition.
- Student will have the option to remain on campus for an extra session to accelerate progress through course work or participate in a certificate program.
- Depart School at end of learning session.

MIDDLE SCHOOL

The following is a sample classroom schedule for a middle school student:

Arrival Reading Plus 7:00-8:00	Rotational Blended ELA 8:00-8:45	Independent Work: Edmentum Courses 8:45 -10:15 Science/Social Science Prep	Instructional Intervention and Progress Monitoring 10:15-11:00	Rotational Blended Math 11:00-11:45	Personal Social 11:45-12:00	Dismissal 12:00

During the session, students will participate in the following:

- Core Subjects: ELA, Math, Science, Social Science
- Reading
- Personal Social
- Health
- FAST/EOC Test Prep

Additional details about the middle school schedule:

- Classroom will be staffed with a certified ELA teacher (Advisory Teacher) with a reading endorsement; if teacher is not reading endorsed the Reading Interventionist will rotate into the classroom daily at designated time.
- Math teacher will rotate in daily, to provide support and direct instruction
- Test Prep will be provided at least three times a week by ELA/Reading Interventionist and math teacher during the Rotational Blended ELA/Math block.
- Science and Social Science teachers will rotate in to provide support for students preparing for the science and Civics EOC assessments.
- Personal Social will be facilitated daily by Advisory Teacher.

HOW IT WORKS

Mr. Gonzalez is an English Teacher at this school. He has the task of helping to guide at-risk, young minds in their pursuit of a high school diploma. His daily routine consists of creating classroom routines and procedures, greeting students at arrival, maintaining accurate attendance records, calling students and parents to help improve school attendance, establishing and maintaining classroom discipline, monitoring student progress, reviewing quizzes, grading assignments, and helping to inspire students to reach their academic goals. There are a number of elements that he uses to effectively do his job and a number of databases that he uses to monitor student progress.

Consistency and developing an educational plan for the overall classroom is needed. Mr. Gonzalez believes in routine because it helps build consistent and healthy habits both inside and outside of the classroom. Most of the at-risk student population lacks discipline in their academics, behavior,

and level of focus. He has set an educational plan in place for all of his students so that they can see progress in their courses.

Observing the students and collecting data is another task that for which Mr. Gonzalez is responsible. He tracks student progress daily using the Teacher Dashboard and provides students with a printout of their weekly achievements. He meets with each of his advisory students no less than once per week to discuss how they are doing with their courses, where they should be in their progress, how their behavior is enhancing or hindering their progress, and discusses any strategies that they feel Mr. Gonzalez could use to help them achieve their goal of graduation. Students choose to meet with Mr. Gonzalez to get individual assistance when they are struggling with difficult concepts or when they do poorly on quizzes. Mr. Gonzalez provide direct instruction and support as needed by each individual student.

Building a relationship of trust with each student is one of the most critical tasks of the teachers and staff. . Establishing a trusted relationship with students helps Mr. Gonzalez discover any attendance issues the student may have, what type of learner the student is, what kind of learning strategy works best for the student, and how well they can do in this environment. Sometimes, Mr. Gonzalez students are just having a bad day and it helps to understand those circumstances so he can help diffuse situations that could escalate into larger problems.

Getting his student's parents involved is also a difficult task because some of the students do not live at home anymore or certain situations have arisen where parents cannot make it to conferences to check on their child's academic progress. But, Mr. Gonzalez has seen over the years that the more information parents have about their child and the more involved they are in their son or daughter's education, the more successful the student. .Mr. Gonzalez can also remind parents that they can check their student's overall progress through the School's parent portal. If a student is absent, Mr. Gonzalez will make a daily attendance call to the parent to notify him/her that the student was absent and determine the reason for the absence. He also calls to have positive contact with every parent at least monthly to build parent-teacher relationship and encourage students to continue attendance and academic progression. Mr. Gonzalez is committed to regular communication with parents to keep them involved in their child's education.

edmentum

Course Catalog

Florida

Math

Accelerate to Algebra 1

Accelerate to Algebra 1 is a short course designed to prepare students for success in Algebra 1. It focuses on reviewing the essential skills and mathematical concepts that serve as the foundation for upcoming learning. Students will apply their understanding of algebraic techniques for representing relationships and use these relationships to solve problems. Students will also explore how statistics and probability can be used to draw conclusions and make predictions.

Accelerate to Algebra 2

Accelerate to Algebra 2 is a short course designed to prepare students for success in Algebra 2. It focuses on reviewing the essential skills and mathematical concepts that serve as the foundation for upcoming learning. Students will apply their understanding of algebraic techniques for representing relationships and use these relationships to solve problems. Students will also explore how statistics and probability can be used to draw conclusions and make predictions.

Accelerate to Florida Algebra 1

Accelerate to Florida Algebra 1 is a short course designed to prepare students for success in Algebra 1 aligned to Florida Standards. It focuses on reviewing the essential skills and mathematical concepts that serve as the foundation for upcoming learning. Students will apply their understanding of algebraic techniques for representing relationships and use these relationships to solve problems. Students will also explore how statistics and probability can be used to draw conclusions and make predictions.

Accelerate to Florida Algebra 2

Accelerate to Florida Algebra 2 is a short course designed to prepare students for success in Algebra 2 aligned to Florida Standards. It focuses on reviewing the essential skills and mathematical concepts that serve as the foundation for upcoming learning. Students will apply their understanding of algebraic techniques for representing relationships and use these relationships to solve problems. Students will also explore how statistics and probability can be used to draw conclusions and make predictions.

Accelerate to Florida Geometry

Accelerate to Florida Geometry is a short course designed to prepare students for success in Geometry aligned to Florida Standards. It focuses on reviewing the essential skills and mathematical concepts that serve as the foundation for upcoming learning. Students will apply their understanding of algebraic techniques to rewrite and solve expressions and equations. Students will also explore simple probability and revisit fundamental geometric relationships.

Accelerate to Geometry

Accelerate to Geometry is a short course designed to prepare students for success in Geometry. It focuses on reviewing the essential skills and mathematical concepts that serve as the foundation for upcoming learning. Students will apply their understanding of algebraic techniques to rewrite and solve expressions and equations. Students will also explore simple probability and revisit fundamental geometric relationships.

Algebra 1 A/B

Algebra 1 v7.0 is a completely re-designed course that offers 100% alignment to the Common Core State Standards for Mathematics. The specific standard alignment for each lesson is visible to both educators and students. In addition to the emphasis on alignment, the lessons in the new course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for students.
Practice questions are included with each lesson, including technology-enhanced items and explanations to assist students in their understanding of the concepts. New features to support student mastery include worksheets for practice and guided notes to help students record key takeaways as they move through the tutorial.
The course is also built around student engagement, with more interactive lessons and videos that work through examples and model problem-solving skills. This fresh new look and feel for the course was inspired by educator feedback.
Educators were also involved in the course at the design-level, as many unit activities, worksheets, and video scripts were written by current algebra classroom teachers. Algebra 1 v7.0 reflects our commitment to standards alignment and putting the needs of educators and students first in all aspects of course design.

Algebra 2 A/B

Algebra 2 v7.0 is a completely re-designed course that offers 100% alignment to the Common Core State Standards for Mathematics. In addition to the emphasis on alignment, the new lessons in the course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for learners and intentionally grouped to reinforce connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. New features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. The course is built around learner engagement, with more interactive lessons, videos that work through examples and model problem-solving skills, and experiences to support multi-modal learning and sense-making. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. This fresh new look and feel for the course was inspired by educator feedback. Algebra 2 v7.0 reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Consumer Mathematics

This course explains how four basic mathematical operations – addition, subtraction, multiplication, and division – can be used to solve real-life problems. It addresses practical applications for math, such as wages, taxes, money management, and interest and credit. Projects for the Real World activities are included that promote cross-curricular learning and higher-order thinking and problem-solving skills.

Financial Mathematics A/B

Financial Algebra is designed to instruct students in algebraic thinking while also preparing them to navigate a number of financial applications. Students will explore how algebraic knowledge is connected to many financial situations, including investing, using credit, paying taxes, and shopping for insurance. In studying these topics, students will learn about the linear, exponential, and quadratic relationships that apply to financial applications. In addition, the course will help prepare students to tackle the wide variety of financial decisions they will face in life, from setting up their first budget to planning for retirement.

Florida Algebra 1 A/B 1

Florida Algebra 1 is a completely re-designed course that offers 100% alignment to the Florida B.E.S.T. Standards for Mathematics. In addition to the emphasis on alignment, the lessons in the new course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for students. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist students in their understanding of the concepts. Features to support student mastery include worksheets for practice and guided notes to help students record key takeaways as they move through the tutorial. The course is also built around student engagement, with more interactive lessons and videos that work through examples and model problem-solving skills. Additionally, the look and feel for the course were inspired by educator feedback. Florida Algebra 1 reflects our commitment to standards alignment and putting the needs of educators and students first in all aspects of course design.

Florida Algebra 1-A A/B 1

Florida Algebra 1-A is a newly designed course that covers the first half of a traditional year-long Algebra 1 course and offers 100% alignment to the Florida B.E.S.T. Standards for Mathematics. In addition to the emphasis on alignment, the lessons in the new course are designed to offer focused exploration of topics to make concepts more digestible for students. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist students in their understanding of the concepts. Features to support student mastery include worksheets for practice and guided notes to help students record key takeaways as they move through the tutorial. The course is also built around student engagement, with more interactive lessons and videos that work through examples and model problem-solving skills. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. Additionally, the look and feel for the course were inspired by educator feedback. Florida Algebra 1-A reflects our commitment to standards alignment and putting the needs of educators and students first in all aspects of course design.

Florida Algebra 1-B A/B 1

Florida Algebra 1-B is a newly designed course that covers the second half of a traditional year-long Algebra 1 course and offers 100% alignment to the Florida B.E.S.T. Standards for Mathematics. In addition to the emphasis on alignment, the lessons in the new course are designed to offer focused exploration of topics to make concepts more digestible for students. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist students in their understanding of the concepts. Features to support student mastery include worksheets for practice and guided notes to help students record key takeaways as they move through the tutorial. The course is also built around student engagement, with more interactive lessons and videos that work through examples and model problem-solving skills. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. Additionally, the look and feel for the course were inspired by educator feedback. Florida Algebra 1-B reflects our commitment to standards alignment and putting the needs of educators and students first in all aspects of course design.

Florida Algebra 2 A/B 1

Florida Algebra 2 is a completely re-designed course that offers 100% alignment to the Florida B.E.S.T. Standards for Mathematics. In addition to the emphasis on alignment, the lessons in the new course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for learners and intentionally grouped to reinforce connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. Features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. The course is built around learner engagement, with more interactive lessons, videos that work through examples and model problem-solving skills, and experiences to support multi-modal learning and sense-making. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. Additionally, the look and feel for the course were inspired by educator feedback. Florida Algebra 2 reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Florida Financial Algebra A/B

Florida Financial Algebra is designed to instruct students in algebraic thinking while also preparing them to navigate a number of financial applications. Students will explore how algebraic knowledge is connected to many financial situations, including investing, using credit, paying taxes, and shopping for insurance. In studying these topics, students will learn about the linear, exponential, and quadratic relationships that apply to financial applications. In addition, the course will help prepare students to tackle the wide variety of financial decisions they will face in life, from setting up their first budget to planning for retirement.

Florida Geometry A/B 1

Florida Geometry is a completely re-designed course that offers 100% alignment to the Florida B.E.S.T Standards for Mathematics. In addition to the emphasis on alignment, the new lessons in the course are designed to be shorter in length than lessons of previous versions, offering a focused exploration of topics to make concepts more digestible for learners and intentionally grouped to reinforced connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. New features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. The course is built around learner engagement, with more interactive lessons, videos that work through examples and model problem-solving skills, and experiences to support multi-modal learning and sense-making. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating th'se big ideas that underpin learning. This fresh new look and feel for the course was inspired by educator feedback. Florida Geometry reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Florida M/J Grade 6 Mathematics A/B

The Florida M/J Grade 6 Mathematics A/B course will provide students with a deep understanding and mastery of the objectives that will prepare them for algebra. It is aligned to Florida standards, and is based on best practices in the teaching of mathematics and the disciplines of STEM learning. Students will develop 21st century skills as they master ratios and proportional relationships; the number system; and number visualization. The course is highly engaging while being easy for teachers to customize and manage.

Florida M/J Grade 7 Mathematics A/B

Florida M/J Grade 7 Mathematics A/B is comprised a total of six units, all of which include a variety of activities and are designed to provide teachers with maximum flexibility, and establish a solid foundation of math skills that will lead to improved achievement into high school based on Florida standards. Concepts covered include: ratios/proportional relationships; expressions and equations using rational numbers; geometry; and statistics and probability. This course was developed using proven instructional design principles and are not just highly interactive, but rigorous as well.

Florida M/J Pre-Algebra A/B

This course is aligned to Florida standards and sharpens students' arithmetic skills and illustrates abstract concepts by introducing linear equations, number patterns, the order of operations, linear inequalities, fractions, exponents, and factoring. Some basic components of geometry are discussed.

Florida Mathematics for College Algebra A/B 1

Florida Mathematics for College Algebra is a newly designed course that is 100% aligned to the Florida B.E.S.T. Standards for Mathematics. The course is a comprehensive review of mathematical concepts designed to prepare students for college algebra. It includes concepts from algebra, advanced algebra, geometry, and statistics and teaches them as interrelated disciplines. Students will likely have studied many of the topics that are presented, but some topics might be new to them. The course and its elements are designed to help students learn in a multifaceted but direct way. Many lessons include one or more lesson activities that use a scaffolded inquiry approach to enable students to develop their own initial understanding of the content. Features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. Additionally, the look and feel for the course were inspired by educator feedback. Florida Algebra 2 reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Geometry A/B

Geometry v6.0 is a completely re-designed course that offers 100% alignment to the Common Core State Standards for Mathematics. In addition to the emphasis on alignment, the new lessons in the course are designed to be shorter in length than lessons of previous versions, offering a focused exploration of topics to make concepts more digestible for learners and intentionally grouped to reinforced connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. New features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. The course is built around learner engagement, with more interactive lessons, videos that work through examples and model problem-solving skills, and experiences to support multi-modal learning and sense-making. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. This fresh new look and feel for the course was inspired by educator feedback. Geometry v6.0 reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Math 6 A/B

Math 6 delivers instruction, practice, and review designed to develop computational fluency, deepen conceptual understanding, and apply mathematical practices. Course topics include ratios and rates, fraction and decimal operations, and signed numbers. Students continue to build their algebra skills by plotting points in all four quadrants of the coordinate plane and solving equations and inequalities. Geometry topics include area, surface area, and volume, and statistical work features measures of center and variability, box plots, dot plots, and histograms.

The two-semester course is arranged in themed units, each with three to five lessons. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Common Core State Standards and demonstrate their learning through computer- and teacher-scored assignments. By constantly honing the ability to apply their knowledge in abstract and real-world scenarios, students build the depth of knowledge and higher-order skills required to demonstrate their mastery when put to the test.

Math 7 A/B

Math 7 delivers instruction, practice, and review designed to develop computational fluency, deepen conceptual understanding, and apply mathematical practices. Throughout the course, students gain a deep understanding of proportions and their use in solving problems. They extend their fluency with operations on rational numbers and translate among different forms of rational numbers. Algebra topics include simplifying and rewriting algebraic expressions and solving more complex equations and inequalities. Students also sketch geometric figures and explore scale drawings, investigate circle properties and angle relationships, and deepen their understanding of area, volume, and surface area. They see how statistics uses sample data to make predictions about populations and compare data from different data sets. Students gain a fundamental understanding of probability and explore different ways to find or estimate probabilities.
The two-semester course is arranged in themed units, each with three to five lessons. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Common Core State Standards and demonstrate their learning through computer- and teacher-scored assignments. By constantly honing the ability to apply their knowledge in abstract and real-world scenarios, students build the depth of knowledge and higher-order skills required to demonstrate their mastery when put to the test.

Math 8 A/B

Math 8 delivers instruction, practice, and review designed to develop computational fluency, deepen conceptual understanding, and apply mathematical practices. In this course, students focus on understanding functions — what they are, how to represent them in different ways, and how to write them to model mathematical and real-world situations. In particular, students investigate linear functions by learning about slope and slope-intercept form. Students' understanding of linear functions is extended to statistics, where they make scatter plots and use linear functions to model data. They solve linear equations and equations involving roots and explore systems of linear equations. Additional topics include exponents, powers of ten, scientific notation, and irrational numbers. Students learn about transformations and extend that understanding to an investigation of congruence and similarity. Other geometric concepts explored include the Pythagorean theorem, angle relationships, and volumes of cylinders, cones, and spheres.
The two-semester course is arranged in themed units, each with three to five lessons. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Common Core State Standards and demonstrate their learning through computer- and teacher-scored assignments. By constantly honing the ability to apply their knowledge in abstract and real-world scenarios, students build the depth of knowledge and higher-order skills required to demonstrate their mastery when put to the test.

Mathematics 1 A/B

Mathematics I is a completely re-designed course that offers 100% alignment to the integrated pathway in the Common Core State Standards for Mathematics. In addition to the emphasis on alignment, the new lessons in the course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for learners and intentionally grouped to reinforce connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. New features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. The course is built around learner engagement, with more interactive lessons, videos that work through examples and model problem-solving skills, and experiences to support multi-modal learning and sense-making. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. This fresh new look and feel for the course was inspired by educator feedback. Mathematics I reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Mathematics 2 A/B

Mathematics II is a completely re-designed course that offers alignment to the integrated pathway in the Common Core State Standards for Mathematics. In addition to the emphasis on alignment, the new lessons in the course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for learners and intentionally grouped to reinforce connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. New features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. The course is built around learner engagement, with more interactive lessons, videos that work through examples and model problem-solving skills, and experiences to support multi-modal learning and sense-making. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. This fresh new look and feel for the course was inspired by educator feedback. Mathematics II reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Mathematics 3 A/B

Mathematics III is a completely re-designed course that offers 100% alignment to the integrated pathway in the Common Core State Standards for Mathematics. In addition to the emphasis on alignment, the new lessons in the course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for learners and intentionally grouped to reinforce connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. New features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. The course is built around learner engagement, with more interactive lessons, videos that work through examples and model problem-solving skills, and experiences to support multi-modal learning and sense-making. Scaffolding pieces are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. This fresh new look and feel for the course was inspired by educator feedback. Mathematics III reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Precalculus A/B

Precalculus builds on algebraic concepts to prepare students for calculus. The course begins with a review of basic algebraic concepts and moves into operations with functions, where students manipulate functions and their graphs. Precalculus also provides a detailed look at trigonometric functions, their graphs, the trigonometric identities, and the unit circle. Finally, students are introduced to polar coordinates, parametric equations, and limits.

Probability & Statistics

This course is designed for students in grades 11 and 12 who may not have attained a deep and integrated understanding of the topics in earlier grades. Students acquire a comprehensive understanding of how to represent and interpret data; how to relate data sets; independent and conditional probability; applying probability; making relevant inferences and conclusions; and how to use probability to make decisions.

English Language Arts

Accelerate to English 09

Accelerate to English 09 is a short course designed to prepare students for success in English 09. It focuses on developing the reading and writing skills that will serve as the foundation for upcoming learning. Students will practice active reading strategies to analyze how authors use literary devices, structure, and language in their writing. Students will also practice close reading to interpret texts and provide support for written analysis.

Accelerate to English 10

Accelerate to English 10 is a short course designed to prepare students for success in English 10. It focuses on the reading and writing skills that will serve as the foundation for upcoming learning. Students will practice active reading strategies to analyze how authors use literary devices, persuasive techniques, structure, and language in their writing. Students will also practice close reading to interpret texts and provide support for written analysis.

Accelerate to English 11

Accelerate to English 11 is a short course designed to prepare students for success in English 9. It focuses on the reading and writing skills that will serve as the foundation for upcoming learning. Students will read literary and informational texts to analyze how authors use various structures, elements, and techniques to create effects. Students will also use close reading strategies to interpret texts and inform your writing.

Accelerate to English 12

Accelerate to English 12 is a short course designed to prepare students for success in English 12. It focuses on developing the reading and writing skills that will serve as the foundation for upcoming learning. Students will practice active reading strategies to analyze how authors use literary devices, structure, and language in their writing. Students will also compose brief analyses to demonstrate your understanding of the historical and cultural perspectives in these texts.

Accelerate to Florida English 1

Accelerate to Florida English 1 is a short course designed to prepare students for success in English 1 aligned to Florida Standards. It focuses on developing the reading and writing skills that will serve as the foundation for upcoming learning. Students will practice active reading strategies to analyze how authors use literary devices, structure, and language in their writing. Students will also practice close reading to interpret texts and provide support for written analysis.

Accelerate to Florida English 2

Accelerate to Florida English 2 is a short course designed to prepare students for success in English 2 aligned to Florida Standards. It focuses on the reading and writing skills that will serve as the foundation for upcoming learning. Students will practice active reading strategies to analyze how authors use literary devices, persuasive techniques, structure, and language in their writing. Students will also practice close reading to interpret texts and provide support for written analysis.

Accelerate to Florida English 3

Accelerate to Florida English 3 is a short course designed to prepare students for success in English 3 aligned to Florida Standards. It focuses on the reading and writing skills that will serve as the foundation for upcoming learning. Students will read literary and informational texts to analyze how authors use various structures, elements, and techniques to create effects. Students will also use close reading strategies to interpret texts and inform your writing.

Accelerate to Florida English 4

Accelerate to Florida English 4 is a short course designed to prepare students for success in English 4 aligned to Florida Standards. It focuses on developing the reading and writing skills that will serve as the foundation for upcoming learning. Students will practice active reading strategies to analyze how authors use literary devices, structure, and language in their writing. Students will also compose brief analyses to demonstrate your understanding of the historical and cultural perspectives in these texts.

Business English A/B

Business English is designed to strengthen students' ability to read and write in the workplace. Writing for business purposes is a main focus of the course. Students will learn how to communicate effectively through email and instant messaging, as well as format specific types of business messages and workplace documents. The role of digital media, visuals, and graphics in workplace communication will be explored. The importance of professionalism, ethics, and other positive skills are also emphasized in the course. Additionally, guidance is provided to help students through the process of searching, applying, and interviewing for a job.

English 06 A/B

English 6 delivers instruction, practice, and review designed to build students' communication and reading comprehension skills. Reading comprehension lessons strengthen students' critical analysis skills as they study how nonfiction and literature can be used to share ideas. Writing lessons combine free-response exercises with drafting strategies and exemplars to help students communicate clearly and credibly in narrative, argumentative, and informational styles. To develop skills specific to public discourse, speaking and listening lessons guide students as they evaluate one another's speeches and adjust to new audiences and situations. In language lessons, students build foundational grammar skills they need to articulate their ideas and understand challenging words.

The two-semester course is arranged in units that each center on a set of skills or a broad topic. Each unit has four lessons: three instructional lessons and one lesson of assessment. The instructional lessons include a variety of activities, such as direct instruction, assignments, discussions, and both formative and summative assessments. The assessment lesson presents the unit test after giving students a chance to review. Throughout the course, students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Common Core State Standards and demonstrate their learning through computer- and teacher-scored applications.

English 07 A/B

English 7 delivers instruction, practice, and review designed to build students' communication and reading comprehension skills. Reading comprehension lessons strengthen students' critical analysis skills as they study how nonfiction and literature can be used to share ideas. Writing lessons combine free-response exercises with drafting strategies and exemplars to help students communicate clearly and credibly in narrative, argumentative, and informational styles. To develop skills specific to public discourse, speaking and listening lessons guide students as they evaluate one another's speeches and adjust to new audiences and situations. In language lessons, students build foundational grammar skills they need to articulate their ideas and understand challenging words.

The two-semester course is arranged in units that each center on a set of skills or a broad topic. Each unit has four lessons: three instructional lessons and one lesson of assessment. The instructional lessons include a variety of activities, such as direct instruction, assignments, discussions, and both formative and summative assessments. The assessment lesson presents the unit test after giving students a chance to review. Throughout the course, students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Common Core State Standards and demonstrate their learning through computer- and teacher-scored applications.

English 08 A/B

English 8 delivers instruction, practice, and review designed to build students' communication and reading comprehension skills. Reading comprehension lessons strengthen students' critical analysis skills as they study how nonfiction and literature can be used to share ideas. Writing lessons combine free-response exercises with drafting strategies and exemplars to help students communicate clearly and credibly in narrative, argumentative, and informational styles. To develop skills specific to public discourse, speaking and listening lessons guide students as they evaluate one another's speeches and adjust to new audiences and situations. In language lessons, students build foundational grammar skills they need to articulate their ideas and understand challenging words.

The two-semester course is arranged in units that each center on a set of skills or a broad topic. Each unit has four lessons: three instructional lessons and one lesson of assessment. The instructional lessons include a variety of activities, such as direct instruction, assignments, discussions, and both formative and summative assessments. The assessment lesson presents the unit test after giving students a chance to review. Throughout the course, students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Common Core State Standards and demonstrate their learning through computer- and teacher-scored applications.

English 10 A/B

English 10 is a completely re-designed course that offers 100% alignment to the Common Core State Standards for English Language Arts. In addition to the emphasis on alignment, the new lessons in the course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for learners, and intentionally grouped to reinforce connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. This new design offers learners multiple opportunities to experience the reading and writing connection via analysis tasks, and other opportunities to engage in research and experience writing across genres. Instructional best practices are embedded throughout lessons such as the close reading of texts and application of reading strategies. New features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. Scaffolding pieces, such as Clarifying Big Ideas (CBI) lessons, are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. These CBI lessons include additional modeling, student examples, and detailed explanations to ensure students internalize key concepts discussed in tutorials. This fresh new look and feel for the course was inspired by educator feedback. English 10 reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

English 11 A/B

English 11A explores the relation between American history and literature from the colonial period through the realism and naturalism eras. English 11B explores the relation between American history and literature from the modernist period through the contemporary era and presents learners with relevant cultural and political history. Readings are scaffolded with pre-reading information, interactions, and activities to actively engage learners in the content. The lessons in both semesters focus on developing grammar, vocabulary, speech, and writing skills.

English 12 A/B

In keeping with the model established in English 11, these courses emphasize the study of literature in the context of specific historical periods, beginning with the Anglo-Saxon and medieval periods in Britain. Each lesson includes tutorials and embedded lesson activities that provide for a more engaging and effective learning experience. Semester B covers the romantic, Victorian, and modern eras. End of unit tests ensure mastery of the concepts taught in each unit, and exemptive pretests allow students to focus on content that they have yet to master.

English 9 A/B

English 9 v7.0 is a completely re-designed course that offers 100% alignment to the Common Core State Standards for English Language Arts. In addition to an emphasis on alignment, the redesigned lessons are designed based on a clear thematic connection and build upon each other ensuring that standards are scaffolded and covered multiple times going deeper with each lesson. Texts in this course are diverse, authentic, complex, and rich in length. Students encounter texts multiple times over the course of a unit digging deeper in theme and focus standards. Each lesson follows a clear instructional model mirroring that of the traditional tier-one lesson cycle: warm-up, direct teach with modeling, guided practice, independent practice, and closure. Instructional best practices are embedded throughout lessons such as close reading, modeling, and chunking. Features to support student mastery included guided notes and graphic organizers. Scaffolding pieces, such as Clarifying Big Ideas (CBI) lessons are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. These CBI lessons include additional modeling, student examples, and detailed explanations to ensure students internalize key concepts discussed in tutorials.

Florida English 1 A/B 1

Florida English 1 A/B is a completely re-designed course that offers 100% alignment to the Florida B.E.S.T. Standards for English Language Arts. A balance of fiction and nonfiction texts are used throughout the course, and each unit is designed around a thematic concept to provide cohesiveness to the skills-based lessons and activities that make up the unit. The course intertwines the development of reading skills with the development of writing, speaking and listening, and language skills. Students can look forward to a course where the information is delivered in easy-to-digest chunks using student-friendly language, with assessments that are tightly aligned to the concepts and skills learned in the lesson. Scaffolding pieces, such as Clarifying Big Ideas (CBI) lessons, are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. These CBI lessons include additional modeling, student examples, and detailed explanations to ensure students internalize key concepts discussed in tutorials. The course design reflects educator feedback about student engagement by featuring a variety of interactions, videos, and student resources, such as graphic organizers, worksheets, and guided notes. Florida English 1 reflects our commitment to standards alignment and putting the needs of educators and students first in all aspects of course design.

Florida English 2 A/B 1

Florida English 2 A/B is a completely re-designed course that offers 100% alignment to the Florida B.E.S.T. Standards for English Language Arts. In addition to the emphasis on alignment, the new lessons in the course are designed to be shorter in length than lessons of previous versions, offering focused exploration of topics to make concepts more digestible for learners, and intentionally grouped to reinforce connections. Practice questions are included with each lesson, including technology-enhanced items and explanations to assist learners in their understanding of the concepts. This new design offers learners multiple opportunities to experience the reading and writing connection via analysis tasks, and other opportunities to engage in research and experience writing across genres. Instructional best practices are embedded throughout lessons such as the close reading of texts and application of reading strategies. New features to support student mastery include worksheets for practice and guided notes to help learners record key takeaways as they move through the tutorial. Scaffolding pieces, such as Clarifying Big Ideas (CBI) lessons, are included throughout the course to provide learners with opportunities to build on foundational skills as well as prepare for greater success by drawing learners' attention to common misunderstandings and articulating the big ideas that underpin learning. These CBI lessons include additional modeling, student examples, and detailed explanations to ensure students internalize key concepts discussed in tutorials. This fresh new look and feel for the course was inspired by educator feedback. Florida English 2 reflects our commitment to standards alignment and putting the needs of educators and learners first in all aspects of course design.

Florida English 3 A/B 1

Florida English 3 A/B offers 100% alignment to the Florida B.E.S.T. Standards for English Language Arts. Florida English 3A explores the relation between American history and literature from the colonial period through the realism and naturalism eras. Florida English 3B explores the relation between American history and literature from the modernist period through the contemporary era and presents learners with relevant cultural and political history. Readings are scaffolded with pre-reading information, interactions, and activities to actively engage learners in the content. The lessons in both semesters focus on developing grammar, vocabulary, speech, and writing skills. Units in both semesters conclude with re-designed activities that synthesize learning from the unit through formal writing, researching, or presenting.

Florida English 4 A/B 1

Florida English 4 A/B offers 100% alignment to the Florida B.E.S.T. Standards for English Language Arts. Florida English 4A emphasizes the study of literature in the context of specific historical periods beginning with the Anglo-Saxon and medieval periods in Britain. Florida English 4B explores the romantic, Victorian, and modern eras. Each lesson includes tutorials and embedded lesson activities that provide for a more engaging and effective learning experience. End of unit tests ensure mastery of the concepts taught in each unit, and exemptive pretests allow students to focus on content that they have yet to master. Units in both semesters conclude with re-designed activities that synthesize learning from the unit through formal writing, researching, or presenting.

Florida English 4: College Prep A/B

Florida English 4: College Prep A/B explores the relationship between British history and literature from the Anglo - Saxon period. The course explores a variety of literary works, including the works of Charles Dickens and H. G. Wells. The lessons in this course present learners with relevant cultural and political history, and readings are scaffolded with pre-reading information, interactions, and activities to actively engage learners in the content. Analyses reinforce key concepts of the reading selections. It also explores the major types of nonfiction writing, including memoirs, personal essays, public essays, speeches, and narrative nonfiction. This course also introduces learners to elements of informational texts, such as purpose, opinion, bias, and persuasive techniques. Students will also study a variety of techniques to improve their reading comprehension, writing skills, grammar, and mechanics.

Florida M/J Language Arts 1 A/B

This course provides a strong foundation in grammar and the writing process based on Florida standards. It emphasizes simple but useful composition and language mechanics strategies with multiple opportunities for modeling practical, real-world writing situations that will enable students to improve their written communication skills quickly. Through a variety of grade-appropriate reading selections, students develop a clear understanding of key literary genres and their distinguishing characteristics.

Florida M/J Language Arts 2 A/B

Florida M/J Language Arts 2 A/B integrates the study of writing and literature through the examination of a variety of genres based on Florida standards. Students identify the elements of composition in the reading selections to understand their function and effect on the reader. Practice is provided in narrative and expository writing. Topics include comparison and contrast, persuasion, and cause and effect essays, as well as descriptive and figurative language. Lessons are supplemented with vocabulary development, grammar, and syntax exercises, along with an introduction to verbal phrases and research tools.

Florida M/J Language Arts 3 A/B

This Florida course extends the skills developed in Florida M/J Language Arts 2 through detailed study of parts of sentences and paragraphs to understand their importance to good writing based on Florida standards. Students also acquire study skills such as time management and improved test-taking strategies. Other topics include punctuation, word choice, syntax, varying of sentence structure, subordination and coordination, detail and elaboration, effective use of reference materials, and proofreading.

Social Studies

Civics

National Civics is a one-semester course offering seven units that cover topics including the origins of American government, the structure and function of our government, rights and responsibilities of citizens, the American federal system, political parties and the election process, basic economic principles, and current matters regarding domestic and foreign policy. The course includes a variety of unit and lesson activities that examine the history, culture, and economy of the nation that encourage research and reflection. In these activities, students will examine seminal documents and landmark Supreme Court cases in American political history, analyze changes in federal and executive power over time, explore the political election process and data related to recent voting trends, research and propose a public policy plan, as well as compare and contrast the functions of the national government with state and local governments. The course also prepares students to pass the civics portion of the USCIS Naturalization Test.

Contemporary World A/B

The Contemporary World is a year-long course designed to strengthen learners' knowledge about the modern world. Multimedia tools including custom videos as well as videos from the BBC, custom maps, and interactive timelines will help engage learners as they complete this course. Learners will explore the importance of geography, the influence of culture, and the relationship humans have with the physical environment. They will also focus on the responsibility of citizens, democracy in the United States, U.S. legal systems, and the U.S. economy. Ultimately, learners will complete this course as global citizens with an understanding of how to help and better their community and the world.

Economics

This course covers basic economic problems such as scarcity, choice, and effective use of resources. It also covers topics on a larger scale such as market structures and international trade. It particularly focuses on the US economy and analyzes the role of the government and the Federal Reserve System.

Florida Civics A/B

Interactive, problem-centered, and inquiry-based, each unit in Civics emphasizes the acquisition, mastery, and processing of information according to Florida standards. Every unit features both factual and conceptual study questions, Instructional strategies include Socratic instruction, student-centered learning, and experiential learning. Topics covered range from Basic Concepts of Power and Authority and National Institutions of Government to analyses of society and citizenship.

Florida Economics with Financial Literacy

This Florida courses leverages diverse resources from the National Council on Economic Education in partnership with the National Association of Economic Educators, and the Foundation for Teaching Economics. It begins with providing a basic understanding of the U.S. economy and its relationship to the world economy. It then covers macro issues such as government and the economy and micro issues such as entrepreneurship and consumer issues.

Florida M/J Civics A/B

Florida M/J Civics is a course that offers 100% alignment to the Florida CPALMS standards for Civics as approved by the Department of Education. The course offers six units that cover the political and physical geography of the United States, the origins and functions of government, and an introductory look at economic principles. The course includes a variety of unit and lesson activities that examine the history, geography, culture, and economy of the nation that encourage research and reflection. In addition to examining the origins of American government, students will compare and contrast different types of government, examine foreign policy both domestically and abroad, and use data to explore national and international challenges. The course also offers students an appreciation for and an understanding of civic duties and principles. Topics include American geography, foundations of government, the structure of government, bureaucracy and policymaking, campaigns and elections, and national and international economics. The course also reinforces the Reading Standards for Literacy in History/Social Sciences.

Florida M/J U.S. History A/B

Florida M/J United States History is a redesigned middle school course that offers 100% alignment to Florida's 2018 standards. The course prepares students to understand United States history through a critical lens by equipping students with historical thinking skills and geographic reasoning skills. The course covers Colonial America, the American Revolution, the founding of the United States, the struggles of the nation early on, and concludes with the Civil War and Reconstruction. Throughout the course, students engage in a variety of activities to both demonstrate and deepen their learning.

Florida M/J World History A/B

Florida M/J World History is a redesigned middle school course that offers 100% alignment to Florida's 2015 standards. The course prepares students to understand world history through a critical lens by equipping students with historical thinking skills and geographic reasoning skills. The course covers early human history and the Neolithic Revolution before discussing ancient civilizations found in Africa and the Middle East. The course covers early civilizations in India, China, and the Mediterranean. The course concludes with an examination of Ancient Rome. Throughout the course, students engage in a variety of activities to both demonstrate and deepen their learning.

Florida U.S. History A/B

This course not only introduces students to early U.S. History, but it also provides them with an essential understanding of how to read, understand, and interpret history based on Florida standards. For example, the first unit, The Historical Process, teaches reading and writing about history; gathering and interpreting historical sources; and analyzing historical information. While covering historical events from the founding events and principles of the United States through contemporary events, the course also promotes a cross-disciplinary understanding that promotes a holistic perspective of U.S. History

Florida US History 8 A/B

Students who take this course will be well-versed in the events of United States history from colonial times through to the end of Reconstruction. In addition to lessons on topics like the French and Indian War and the Louisiana Purchase, the units include activities that provide insight into Florida history. For example, the unit on the American Revolution includes a course activity that details how Florida played a vital role during the conflict. Students will find many aspects of the course engaging, including custom videos and interactive timelines. Educators will be pleased to have a product that allows their students to acquire new knowledge and also gives students opportunities to practice and apply the concepts they are learning.

Florida World Cultural Geography A/B

Florida World Cultural Geography is a redesigned middle school course that offers 100% alignment to Florida's 2015 standards. The course prepares students to understand world geography by exploring geographic themes such as historiography, climate, physical geography, human geography, and resource distribution. The course methodically explores world geography in the Americas, Europe, Asia, the Middle East and Africa, and the Pacific World and Antarctica. Throughout the course, students engage in a variety of activities to both demonstrate and deepen their learning as they come to understand the world around them.

Florida World History 6 A/B

Beginning with a discussion of the skills used by historians to study the ancient past and continuing on with lessons including early humans, the Neolithic Revolution, and the classical civilizations of Greece and Rome, this comprehensive course was made for 6th grade students in Florida. Features of the course like interactive timelines and click-to-see interactions will increase student engagement and encourage the growth of skills associated with studying history. Florida educators will also find that the course aligns to the English Language Arts (ELA) Standards for History and Social Studies.

Florida World History A/B

In this course, students will get a comprehensive look at world history from the early Middle Ages through to the present day. By the end of the course, students will have learned about events like the Renaissance and Reformation, the world wars, the Cold War, and increasing globalization in the 21st century. This course employs many interactive features like maps and images with clickable hot spots that students can explore to get more information about things such as regions, cities, and geographical features on a map and artistic techniques and features in famous works of art. Best of all, this course is aligned to the Florida state standards of learning and to the English Language Arts (ELA) Standards for History and Social Studies.

Middle School Civics A/B

Middle School Civics is informed by the College, Career, and Civic Life (C3) Framework for Social Studies State Standards and delivers instruction, practice, and review designed to build middle school students' understanding of the political and governmental systems of the United States and the roles played by citizens. By honing their ability to analyze civic life, political practices, and government structures, students build the depth of knowledge and higher-order thinking skills required to demonstrate their mastery when put to the test.

The two-semester course is arranged in themed units, each with three to five lessons. In each unit, activities make complex ideas about civics accessible through focused content, guided analysis, multi-modal representations, and personalized feedback. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through standards-aligned content and demonstrate their learning through computer- and teacher-scored assignments.

Middle School U.S. History A/B

In Middle School U.S. History, learners will explore historical American events with the help of innovative videos, timelines, and interactive maps and images. The course covers colonial America through the Reconstruction period. Learners will develop historical thinking and geography skills, which they will use throughout the course to heighten their understanding of the material. Specific topics of study include the U.S. Constitution, the administrations of George Washington and John Adams, the War of 1812, and the Civil War.

Middle School World History A/B

In Middle School World History, learners will study major historical world events from early human societies through to the present day. Multimedia tools including custom videos as well as videos from the BBC, custom maps, and interactive timelines will help engage learners as they complete this year-long course. They will explore the development of early humans and early civilizations. They will be introduced to the origins of major world religions, such as Hinduism and Buddhism. Also, learners will study the medieval period. Historical thinking and geography skills will be taught and utilized throughout the course.

MS Contemporary World A/B

Middle School Contemporary World is informed by the College, Career, and Civic Life (C3) Framework for Social Studies State Standards and delivers instruction, practice, and review designed to build middle school students' knowledge of contemporary world geography, cultures, civics, and economics. By honing their ability to analyze the physical, social, and political forces that shape our world, students build the depth of knowledge and higher-order thinking skills required to demonstrate their mastery when put to the test.

The two-semester course is arranged in themed units, each with three to six lessons. In each unit, activities make complex ideas about the modern world accessible through focused content, guided analysis, multi-modal representations, and personalized feedback. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through standards-aligned content and demonstrate their learning through computer- and teacher-scored assignments.

MS U.S. History A/B

Middle School U.S. History is informed by the College, Career, and Civic Life (C3) Framework for Social Studies State Standards and delivers instruction, practice, and review designed to build middle school students' knowledge of U.S. history, from the peopling of North America through the era of Reconstruction. By constantly honing their ability to analyze history, students build the depth of knowledge and higher-order thinking skills required to demonstrate their mastery when put to the test.

The two-semester course is arranged in themed units, each with three to five lessons. In each unit, activities make complex ideas about U.S. history accessible through focused content, guided analysis, multi-modal representations, and personalized feedback. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through standards-aligned content and demonstrate their learning through computer- and teacher-scored assignments.

MS World History A/B

Middle School World History is informed by the College, Career, and Civic Life (C3) Framework for Social Studies State Standards and delivers instruction, practice, and review designed to build middle school students' knowledge of world history, from the Neolithic Revolution through the Middle Ages. By constantly honing their ability to analyze history, students build the depth of knowledge and higher-order thinking skills required to demonstrate their mastery when put to the test.

The two-semester course is arranged in themed units, each with three to five lessons. In each unit, activities make complex ideas about world history accessible through focused content, guided analysis, multi-modal representations, and personalized feedback. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through standards-aligned content and demonstrate their learning through computer- and teacher-scored assignments.

U.S. Government

The interactive, problem-centered, and inquiry-based units in U.S. Government emphasize the acquisition, mastery, and processing of information. Semester A units include study of the foundations of American government and the American political culture, with units 2 and 3 covering the U.S. constitution, including its roots in Greek and English law, and the various institutions that impact American politics.

US History A/B

US History v3.0 is a two-semester course aligned to the principles of the C3 Framework. The course promotes the examination, analysis, and evaluation of important people and events in the history of the United States of America. The course also uses investigative questions to guide the examination and analysis of events. The content of the course is designed to promote understanding of the impacts historical events had on the numerous groups of diverse people who make up the United States. Clarifying Big Ideas (CBI) Lessons appear throughout the course to model critical thinking skills and strategies. These skills and strategies are woven throughout the lessons to allow students to practice using the skills in context. Activities further promote critical thinking about historical figures and encourage learners to analyze factors that impacted the decisions these figures made to shape the growth and development of the United States. The activities have learners analyze and evaluate primary and secondary sources, and have them form opinions while using evidence to support their opinions.

World Geography A/B

In an increasingly interconnected world, equipping students to develop a better understanding of our global neighbors is critical to ensuring that they are college and career ready. These semester-long courses empower students to increase their knowledge of the world in which they live and how its diverse geographies shape the international community. Semester A units begin with an overview of the physical world and the tools necessary to exploring it effectively. Subsequent units survey each continent and its physical characteristics and engage students and encourage them to develop a global perspective.

World History A/B

In World History, learners will explore historical world events with the help of innovative videos, timelines, and interactive maps and images. Learners will develop historical thinking skills and apply them to their study of European exploration, the Renaissance the Reformation, and major world revolutions. They will also study World War I, World War II, the Cold War, and the benefits and challenges of living in the modern world.

World History Survey A/B

In World History Survey, learners will study major historical events from early human societies through to the present day. Multimedia tools including custom videos as well as videos from the BBC, custom maps, and interactive timelines will help engage learners as they complete this year-long course. Topics of study include early civilizations, world religions, the Renaissance, the World Wars, and the globalized world of today.

Science

Biology A/B

This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards for high school biology. Content topics include cells, organ systems, heredity, organization of organisms, evolution, energy use in organisms, and the interdependence of ecosystems.
Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities. Approximately 40% of student time in this course is devoted to true lab experiences, as defined by the National Research Council (2006, p. 3) (http://redirect.platoweb.com/356020).
Lab materials note: Most hands-on labs employ relatively-common household materials. A few labs require specialized scientific equipment or materials, such as a microscope, slides, or biological samples. These few specialized labs are optional but provide valuable laboratory experience. School laboratories may be used for these specialized labs or single-student Edmentum Lab Kits (http://redirect.platoweb.com/356613) may be purchased from Ward's Science. Please refer to the Student Syllabus or Teacher's Guide for details on lab materials.

Biology with Virtual Labs A/B

This inquiry- and virtual-lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards for high school biology. Content topics include cells, organ systems, heredity, organization of organisms, evolution, energy use in organisms, and the interdependence of ecosystems.
Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a number of virtual lab activities in which students will exercise experimental design, data analysis, and data interpretation skills while working through a simulated laboratory situation.
Lab materials note: None of the virtual labs require specialized laboratory materials or tools. Some virtual labs do allow students to make use of common, household items—such as paper and a pencil—if they choose.

Chemistry A/B

This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards associated with high school chemistry along with additional concepts and standards typically included in a full-year high school chemistry course. Content topics include atoms and elements, chemical bonding, chemical reactions, quantitative chemistry, molecular-level forces, solutions, and energy and changes in matter.
It also addresses additional concepts and standards typically included in a full-year high school chemistry course, including molar concentrations, acid-base reactions, advanced stoichiometry, gas laws, and organic compounds. Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities. Approximately 40% of student time in this course is devoted to true lab experiences, as defined by the National Research Council (2006, p. 3) (http://redirect.platoweb.com/356020).
Lab materials note: Most hands-on labs employ relatively-common household materials. A few labs require specialized scientific equipment or materials, such as an electronic balance (0.01g), graduated cylinders, test tubes, and chemical reagents. These few specialized labs are optional but provide valuable laboratory experience. School laboratories may be used for these specialized labs or single-student Edmentum Lab Kits (http://redirect.platoweb.com/356613) may be purchased from Ward's Science. Please refer to the Student Syllabus or Teacher's Guide for details on lab materials.

Earth and Space Science A/B

This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards associated with middle school Earth and space science. Content topics include Earth and space systems and interactions, the history of the Earth, the Earth's systems, weather and climate, climate change, and human impacts on the Earth.
Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities. Approximately 40% of student time in this course is devoted to true lab experiences, as defined by the National Research Council (2006, p. 3) (http://redirect.platoweb.com/356020).
Lab materials note: All hands-on labs employ relatively-common household materials. Please refer to the Student Syllabus or Teacher's Guide for details on lab materials.

Florida Biology A/B

Florida Biology is a two-semester course designed to strengthen students' understanding of several foundational concepts of biology. In this course, students will learn to use scientific methods and tools to investigate biological questions. They will develop models to explore the functioning of different body systems and examine how the proper functioning of those body systems affects health. Students will expand their knowledge of the roles of mitosis, meiosis, DNA, and chromosomes in an organism's growth and development. Besides this, students will study and compare the basic characteristics of bacteria, protists, plants, and animals. They will understand the effect of environmental changes on a species over time, and explore the conservation of energy as it relates to living things and ecosystems. Students will learn how the cycling of matter and energy interacts with biological processes, and study the factors that affect the carrying capacity and biodiversity of an ecosystem. They will also create a simulation to test a solution for a biodiversity problem. Online discussions, course activities, and unit activities help students to develop and apply critical thinking skills.
Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities. Approximately 40% of student time in this course is devoted to true lab experiences, as defined by the National Research Council (2006, p. 3) (http://redirect.platoweb.com/356020).
Lab materials note: Most hands-on labs employ relatively-common household materials. A few labs require specialized scientific equipment or materials, such as a microscope, slides, or biological samples. These few specialized labs are optional but provide valuable laboratory experience. School laboratories may be used for these specialized labs or single-student Edmentum Lab Kits (http://redirect.platoweb.com/356613) may be purchased from Ward's Science. Please refer to the Student Syllabus or Teacher's Guide for details on lab materials.

Florida Chemistry A/B

Florida Chemistry is a re-designed course that is 100% aligned to the Chemistry 1 standards in the Next Generation Sunshine State Standards for Science. This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It also addresses concepts deemed essential to a full-year high school chemistry course, such as molar concentrations, acid-base reactions, advanced stoichiometry, gas laws, and organic compounds. Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities. Approximately 40% of student time in this course is devoted to true lab experiences, as defined by the National Research Council (2006, p. 3) (https://www.nap.edu/read/11311/chapter/2).

Florida M/J Earth/Space Science A/B

Florida M/J Earth/Space Science is a redesigned middle school course that offers 100% alignment to Florida's 2008 Next Generation Sunshine State Standards for Science. The course integrates scientific inquiry and engineering design into content to support the development of deeper learning. This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. Content topics include Earth and space, the history of the Earth, Earth systems, the weather and climate, and human impacts on Earth.
Lab materials note: All hands-on labs employ relatively common household materials. In some circumstances, items may need to be purchased or a virtual lab may be substituted. Please refer to the Teacher's Guide for details on lab materials.

Florida M/J Life Science A/B

Florida M/J Life Science is a redesigned middle school course that offers 100% alignment to Florida's 2008 Next Generation Sunshine State Standards for Science. The course integrates scientific inquiry and engineering design into content to support the development of deeper learning. This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. Content topics include cells, the life cycle, genes, evolution, energy flow in ecosystems, and the interdependence of ecosystems.
Lab materials note: All hands-on labs employ relatively common household materials. In some circumstances, items may need to be purchased or a virtual lab may be substituted. Please refer to the Teacher's Guide for details on lab materials.

Florida M/J Physical Science A/B

Florida M/J Earth/Space Science is a redesigned middle school course that offers 100% alignment to Florida's 2008 Next Generation Sunshine State Standards for Science. The course integrates scientific inquiry and engineering design into content to support the development of deeper learning. This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. Content topics include structure and properties of matter, chemical reactions, forces and motion, force fields, energy, and waves.

Lab materials note: All hands-on labs employ relatively common household materials. In some circumstances, items may need to be purchased or a virtual lab may be substituted. Please refer to the Teacher's Guide for details on lab materials.

High School Earth and Space Science A/B

This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards associated with high school Earth and space science. Content topics include scientific processes and methods, the universe, the Precambrian Earth, the Earth's materials and tectonics, the hydrosphere and atmosphere, and human interactions with the Earth's systems and resources.
Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities. Approximately 40% of student time in this course is devoted to true lab experiences, as defined by the National Research Council (2006, p. 3) (http://redirect.platoweb.com/356020).
Lab materials note: Most hands-on labs employ relatively-common household materials. A few labs require specialized scientific equipment or materials, such as an electronic balance (0.01g), graduated cylinders, and a water testing kit. These few specialized labs are optional but provide valuable laboratory experience. School laboratories may be used for these specialized labs or single-student Edmentum Lab Kits (http://redirect.platoweb.com/356613) may be purchased from Ward's Science. Please refer to the Student Syllabus or Teacher's Guide for details on lab materials.

Integrated Physics & Chemistry A/B

The lessons in this course employ direct-instruction approaches. They include application and Inquiry-oriented activities that facilitate the development of higher-order cognitive skills, such as logical reasoning, sense-making, and problem solving.
Lab materials note: None of the virtual labs require specialized laboratory materials or tools. Some virtual labs do allow students to make use of common, household items—such as paper and a pencil—if they choose.

Life Science A/B

This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards associated with middle school life science. Content topics include cells and human body systems, structure and functions of living organisms, genes and adaptations, evolution, energy flow in ecosystems, and interdependence of ecosystems.
Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities. Approximately 40% of student time in this course is devoted to true lab experiences, as defined by the National Research Council (2006, p. 3) (http://redirect.platoweb.com/356020).
Lab materials note: All hands-on labs employ relatively-common household materials. Please refer to the Student Syllabus or Teacher's Guide for details on lab materials.

MS Earth and Space Science A/B

Middle School Earth and Space Science delivers instruction, practice, and review to help students develop scientific literacy, deepen conceptual understanding, and apply scientific practices. Students explore concepts including Earth's systems, engineering design, the nature of the universe, and the interaction between humans and the environment.

The two-semester course is arranged in themed units, each with two to three lessons. In each unit, activities make complex ideas accessible to students as they discover the nature of science through focused content, interactive mini-investigations, multi-modal representations, and personalized feedback. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Next Generation Science Standards and demonstrate their learning through computer- and teacher-scored assignments.

Physical Science A/B

This inquiry- and lab-based course is designed to support modern science curriculum and teaching practices. It robustly meets NGSS learning standards associated with middle school physical science. Content topics include structure and properties of matter, chemical reactions, forces and motion, force fields, energy, and waves.
Each lesson includes one or more inquiry-based activities that can be performed online within the context of the lesson. In addition, the course includes a significant number of hands-on lab activities. Approximately 40% of student time in this course is devoted to true lab experiences, as defined by the National Research Council (2006, p. 3) (http://redirect.platoweb.com/356020).
Lab materials note: All hands-on labs employ relatively-common household materials. Please refer to the Student Syllabus or Teacher's Guide for details on lab materials.

Physics A/B

Physics introduces students to the physics of motion, properties of matter, force, heat, vector, light, and sound. Students learn the history of physics from the discoveries of Galileo and Newton to those of contemporary physicists. The course focuses more on explanation than calculation and prepares students for introductory quantitative physics at the college level. Additional areas of discussion include gases and liquids, atoms, electricity, magnetism, and nuclear physics.
Lab materials note: None of the virtual labs require specialized laboratory materials or tools. Some virtual labs do allow students to make use of common, household items—such as paper and a pencil—if they choose.

Science 6 A/B

Middle School Grade 6 Science delivers instruction, practice, and review to help students develop scientific literacy, deepen conceptual understanding, and apply scientific practices. Students explore concepts such as the flow of energy and matter through both living and nonliving systems, including Earth's systems; Earth's weather and climate; the interaction between humans and the environment; the relationship between structure and function; and growth, development, and reproduction in organisms.
The two-semester course is arranged in themed units, each with two to three lessons. In each unit, activities make complex ideas accessible to students as they discover the nature of science through focused content, interactive mini-investigations, multi-modal representations, and personalized feedback. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Next Generation Science Standards and demonstrate their learning through computer- and teacher-scored assignments.

Science 6 with Virtual Labs A/B

Science 6 with Virtual Labs is an integrated science course based on the Next Generation Science Standards (NGSS) (http://redirect.platoweb.com/354132). The content covers all three dimensions incorporated by NGSS: disciplinary core ideas (http://redirect.platoweb.com/358785), science and engineering practices (http://redirect.platoweb.com/354115), and crosscutting concepts (http://redirect.platoweb.com/354116). The course robustly meets NGSS learning standards associated with sixth-grade integrated science (NGSS Appendix K (http://redirect.platoweb.com/356614): Revised Conceptual Progressions Model, p. 19). Semester A focuses on basic physical science and earth and space science. Semester B focuses on the history of the Earth, ecosystems, and weather and climate.
In this course, students complete teacher-graded labs in the Course Activities and Unit Activities. This version of Science 6 has been designed so that all labs are virtual. Students will still be able to plan and execute investigations through carefully designed simulations and videos. They will also be able to design experimental setups and analyze data and visuals derived from real-world experiments.

Science 7 A/B

Middle School Grade 7 Science delivers instruction, practice, and review to help students develop scientific literacy, deepen conceptual understanding, and apply scientific practices. Students explore concepts such as the structures and properties of matter; chemical reactions; the flow of energy through systems, including Earth's living and nonliving systems; and the history of Earth.
The two-semester course is arranged in themed units, each with two to three lessons. In each unit, activities make complex ideas accessible to students as they discover the nature of science through focused content, interactive mini-investigations, multi-modal representations, and personalized feedback. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Next Generation Science Standards and demonstrate their learning through computer- and teacher-scored assignments.

Science 7 with Virtual Labs A/B

Science 7 with Virtual Labs is an integrated science course based on the Next Generation Science Standards (NGSS) (http://redirect.platoweb.com/354132). The content covers all three dimensions incorporated by NGSS: disciplinary core ideas (http://redirect.platoweb.com/358785), science and engineering practices (http://redirect.platoweb.com/354115), and crosscutting concepts (http://redirect.platoweb.com/354116). The course robustly meets NGSS learning standards associated with seventh-grade integrated science (NGSS Appendix K (http://redirect.platoweb.com/356614): Revised Conceptual Progressions Model, p. 19). Semester A focuses on cells, the life cycle, and nutrition. Semester B focuses on chemical reactions, force fields, and energy.
In this course, students complete teacher-graded labs in the Course Activities and Unit Activities. This version of Science 7 has been designed so that all labs are virtual. Students will still be able to plan and execute investigations through carefully designed simulations and videos. They will also be able to design experimental setups and analyze data and visuals derived from real-world experiments.

Science 8 A/B

Middle School Grade 8 Science delivers instruction, practice, and review to help students develop scientific literacy, deepen conceptual understanding, and apply scientific practices. Students explore concepts such as waves and electromagnetic radiation, energy and forces on Earth and in space, genetics and natural selection, and engineering design.
The two-semester course is arranged in themed units, each with two to three lessons. In each unit, activities make complex ideas accessible to students as they discover the nature of science through focused content, interactive mini-investigations, multi-modal representations, and personalized feedback. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through content aligned to the Next Generation Science Standards and demonstrate their learning through computer- and teacher-scored assignments.

Science 8 with Virtual Labs A/B

Science 8 with Virtual Labs is an integrated science course based on the Next Generation Science Standards (NGSS) (http://redirect.platoweb.com/354132). The content covers all three dimensions incorporated by NGSS: disciplinary core ideas (http://redirect.platoweb.com/358785), science and engineering practices (http://redirect.platoweb.com/354115), and crosscutting concepts (http://redirect.platoweb.com/354116). The course robustly meets NGSS learning standards associated with eighth-grade integrated science (NGSS Appendix K (http://redirect.platoweb.com/356614): Revised Conceptual Progressions Model, p. 19). Semester A focuses on genes, evolution, and the Earth's energy. Semester B focuses on Earth's changing climate, waves, and human impact on the Earth.
In this course, students complete teacher-graded labs in the Course Activities and Unit Activities. This version of Science 8 has been designed so that all labs are virtual. Students will still be able to plan and execute investigations through carefully designed simulations and videos. They will also be able to design experimental setups and analyze data and visuals derived from real-world experiments.

Alignments & Features	State Lists	
NGSS Aligned	1 Florida Online Course Provider	edmentum.com 800.447.5286 info@edmentum.com

Florida Algebra 1, Semester A

Florida Course Code: 1200310 Credits: 0.5

Course Overview and Goals

Florida Algebra 1, Semester A, is a single-semester course designed to build and develop your subject-matter knowledge while strengthening your mathematical skills. Linear relationships are a main focus of this course. You will graph, create, and solve linear equations and apply function notation to describe linear relationships. You will also study linear transformations and represent linear data using scatter plots and mathematical models. You will write and solve systems of linear equations and inequalities. At the end of this course, you will represent, compare, and analyze data sets in a variety of contexts.

By the end of this course, you will be able to do the following:

- Solve linear and absolute value equations in one variable.
- Solve and graph linear inequalities, including compound inequalities.
- Apply function notation to describe relationships between quantities, and interpret function notation to solve problems.
- Interpret and create graphs of linear relationships.
- Write one-variable and two-variable linear equations, and use them to solve problems.
- Describe transformations defined by changes in the slope or the *y*-intercept of linear functions.
- Write, analyze, and graph absolute value functions to represent mathematical and real-world situations.
- Represent data with scatter plots, and apply mathematical models to solve problems.
- Analyze, interpret, and justify conclusions from a set of data.
- Write systems of equations, and solve them using algebraic and graphical methods.

Scope and Sequence

This document outlines the design of Florida Algebra 1, Semester A, as well as the coverage of the Florida B.E.S.T. Standards: Mathematics within the course.

Florida B.E.S.T. Standards: Mathematics for Algebra 1

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UNIT 1: FOUNDATIONS OF ALGEBRA (DAYS 1 – 11)

In this unit, you will develop the skills needed to use expressions and equations to describe and solve problems.

Lesson/*Florida* Standards	Lesson Objective
Syllabus and Orientation	Review the Student Orientation and Course Syllabus at the beginning of this course.
Expressions *MA.K12.MTR.3.1, MA.K12.MTR.4.1, MA.K12.MTR.5.1, MA.K12.MTR.7.1, MA.912.AR.1.1*	Use expressions to model and solve problems.
Linear Equations *MA.K12.MTR.3.1, MA.912.AR.1.1, MA.912.AR.2.1*	Solve one-step and two-step linear equations in one variable.
Solving Linear Equations *MA.K12.MTR.3.1, MA.912.AR.1.1*	Solve multistep linear equations in one variable.
Solving Advanced Linear Equations *MA.K12.MTR.3.1, MA.912.AR.1.1, MA.912.AR.2.1*	Rearrange and solve advanced linear equations in one variable.

UNIT 2: EQUATIONS AND INEQUALITIES (DAYS 12 – 24)

In this unit, you will develop the skills necessary to solve linear equations and inequalities and absolute value equations in real-world and mathematical contexts.

Lesson/*Florida* Standards	Lesson Objective
Solving Literal Equations *MA.K12.MTR.1.1, MA.K12.MTR.5.1, MA.K12.MTR.7.1, MA.912.AR.1.1, MA.912.AR.1.2*	Solve literal equations and formulas for a specified variable.
Solving Linear Inequalities *MA.K12.MTR.2.1, MA.K12.MTR.7.1, MA.912.AR.2.6*	Solve multistep linear inequalities in one variable and graph the solution set.

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Lesson/*Florida* Standards	Lesson Objective
Solving Compound Inequalities *MA.K12.MTR.2.1, MA.K12.MTR.7.1, MA.912.AR.2.6*	Solve and graph one-variable compound inequalities.
Absolute Value Equations *MA.K12.MTR.6.1, MA.K12.MTR.7.1, MA.912.AR.4.1*	Solve one-variable absolute value equations.

UNIT 3: FUNCTIONS (DAYS 25 – 37)

In this unit, you will become familiar with how functions can describe relationships between quantities. You will also use function notation to model real-world problems.

Lesson/*Florida* Standards	Lesson Objective
Graphing Relations *MA.K12.MTR.2.1, MA.K12.MTR.5.1, ELA.K12.EE.1.1, ELA.K12.EE.3.1, MA.912.AR.2.4, MA.912.F.1.3, MA.912.F.1.8*	Identify variables in real-world situations and model the relationships graphically.
Functions *MA.K12.MTR.2.1, ELA.K12.EE.1.1, MA.912.AR.2.4, MA.912.F.1.3*	Identify functions in multiple representations and relate the domains and ranges.
Function Notation *MA.K12.MTR.4.1, MA.K12.MTR.7.1, MA.912.AR.2.4, MA.912.F.1.2*	Use function notation to describe relationships between quantities and interpret function notation accurately to solve problems.
Unit Activity: Functions *MA.K12.MTR.1.1, MA.K12.MTR.2.1, MA.912.AR.2.4, MA.912.F.1.2*	Use function notation to describe relationships between quantities and interpret function notation accurately to solve problems.

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UNIT 4: LINEAR RELATIONSHIPS (DAYS 38 – 59)

In this unit, you will examine how linear functions, equations, and graphs describe the characteristics of linear relationships. You will also extend your knowledge of linear relationships to special mathematical cases, real-world situations, and linear inequalities.

Lesson/*Florida* Standards	Lesson Objective
Slope and Graphing *MA.K12.MTR.2.1, MA.K12.MTR.3.1, ELD.K12.ELL.MA.1, MA.912.AR.2.4, MA.912.AR.2.5, MA.912.F.1.3*	Determine the slope of a line and graph a linear equation in two variables.
Writing Linear Functions and Equations *MA.K12.MTR.4.1, MA.K12.MTR.7.1, ELD.K12.ELL.MA.1, MA.912.AR.1.2, MA.912.AR.2.2, MA.912.AR.2.4, MA.912.AR.2.5, MA.912.F.1.3, MA.912.F.1.8*	Write linear functions and equations in two variables and graph them to display the relationship.
Linear Function Transformations *MA.K12.MTR.4.1, MA.K12.MTR.5.1, ELA.K12.EE.1.1, MA.912.AR.2.4, MA.912.F.2.1*	Determine the effects of transforming the linear parent function and identify key features of linear functions.
Special Lines *MA.K12.MTR.2.1, MA.K12.MTR.3.1, ELD.K12.ELL.MA.1, MA.912.AR.2.2, MA.912.AR.2.3, MA.912.AR.2.4, MA.912.AR.2.5, MA.912.F.1.3, MA.912.F.1.5*	Write equations of parallel, perpendicular, vertical, and horizontal lines.
Direct Variation *MA.K12.MTR.4.1, MA.K12.MTR.7.1, ELD.K12.ELL.MA.1, MA.912.AR.2.2, MA.912.AR.2.4, MA.912.F.1.1, MA.912.F.1.3, MA.912.F.1.8, MA.912.FL.3.2, MA.912.FL.3.4*	Represent direct variation situations with graphs and equations.
Linear Inequalities *MA.K12.MTR.4.1, MA.K12.MTR.6.1, MA.K12.MTR.7.1, ELA.K12.EE.1.1, MA.912.AR.2.7, MA.912.AR.2.8*	Write and graph linear inequalities in two variables.

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Lesson/*Florida* Standards	Lesson Objective
Unit Activity: Linear Relationships *MA.K12.MTR.2.1, MA.K12.MTR.7.1, MA.912.AR.2.1, MA.912.AR.2.2, MA.912.AR.2.5, MA.912.F.1.5*	Write linear equations in two variables to represent real-world problems and compare their key features.

UNIT 5: EXTENDING FUNCTION RELATIONSHIPS (DAYS 60 – 72)

In this unit, you will explore absolute value functions algebraically and graphically. You will also represent bivariate data sets in tables and as scatter plots and investigate relationships that can be modeled with linear functions.

Lesson/*Florida* Standards	Lesson Objective
Absolute Value Functions *MA.K12.MTR.5.1, MA.912.AR.4.3, MA.912.F.2.1*	Analyze key features of absolute value functions algebraically and graphically.
Representing Data *MA.K12.MTR.5.1, MA.K12.MTR.7.1, MA.912.DP.1.1, MA.912.DP.1.3, MA.912.DP.2.4, MA.912.DP.2.6*	Represent data using scatter plots and the equation of the line of best fit.
Using Models from Data *MA.K12.MTR.7.1, ELA.K12.EE.2.1, ELA.K12.EE.3.1, MA.912.DP.2.4, MA.912.DP.2.6*	Evaluate the reasonableness of mathematical models and use them to make predictions.
Unit Activity: Extending Function Relationships *MA.K12.MTR.4.1, MA.K12.MTR.7.1, ELA.K12.EE.1.1, ELA.K12.EE.3.1, ELA.K12.EE.4.1, ELA.K12.EE.5.1, ELA.K12.EE.6.1, MA.912.DP.1.3, MA.912.DP.2.4, MA.912.DP.2.6*	Draw a scatter plot and the line of best fit to analyze a situation.

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UNIT 6: SYSTEMS OF LINEAR EQUATIONS AND INEQUALITIES (DAYS 73 – 90)

In this unit, you will explore how situations can often be described through systems of linear equations and inequalities. You will write systems of equations and inequalities and solve them algebraically and graphically.

Lesson/*Florida* Standards	Lesson Objective
Systems of Linear Equations *MA.K12.MTR.6.1, MA.K12.MTR.7.1, MA.912.AR.9.1, MA.912.AR.9.6*	Write and graph systems of linear equations to determine the solutions.
Writing and Solving Systems Using Substitution *MA.K12.MTR.2.1, MA.K12.MTR.7.1, ELD.K12.ELL.MA.1, MA.912.AR.1.2, MA.912.AR.9.1, MA.912.AR.9.6*	Write and solve systems of linear equations algebraically using substitution.
Writing and Solving Systems Using Elimination *MA.K12.MTR.3.1, MA.K12.MTR.7.1, MA.912.AR.9.1, MA.912.AR.9.6*	Write and solve systems of linear equations algebraically using elimination.
Systems of Inequalities *MA.K12.MTR.2.1, MA.K12.MTR.4.1, ELA.K12.EE.1.1, MA.912.AR.9.4, MA.912.AR.9.6*	Represent the solution of a system of two linear inequalities graphically and determine solutions.
Unit Activity: Systems of Linear Equations and Inequalities *MA.K12.MTR.1.1, MA.K12.MTR.2.1, MA.K12.MTR.6.1, MA.K12.MTR.7.1, ELA.K12.EE.1.1, MA.912.AR.9.1, MA.912.AR.9.6, MA.912.DP.2.4*	Write and solve a system of linear equations that represents real-world data.

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Florida Algebra 1, Semester B

Florida Course Code: 1200310 Credits: 0.5

Course Overview and Goals

Florida Algebra 1, Semester B, is a single-semester course designed to build and develop your subject-matter knowledge while strengthening your mathematical skills. In this course, you will investigate exponential and quadratic relationships and apply models to describe and make predictions about real-world situations. You will explore a variety of methods for factoring quadratic expressions and write and solve quadratic equations. You will identify key features of exponential and quadratic functions and compare different function types. At the end of this course, you will represent, compare, and analyze data sets in a variety of contexts.

By the end of this course, you will be able to do the following:

- Determine the sums, differences, and products of polynomials.
- Graph exponential functions, and identify their key features.
- Write and apply exponential functions to model situations in the real world.
- Apply factoring techniques and distribution to rewrite quadratic expressions.
- Graph and transform quadratic functions on the coordinate plane.
- Identify and apply a quadratic data model to make predictions and solve problems.
- Solve quadratic equations in one variable by inspection, taking square roots, factoring, completing the square, and using the quadratic formula.
- Represent data with dot plots, box plots, and histograms.
- Analyze, interpret, and justify conclusions from a set of data.

Scope and Sequence

This document outlines the design of Florida Algebra 1, Semester B, as well as the coverage of the Florida B.E.S.T. Standards: Mathematics within the course.

Florida B.E.S.T. Standards: Mathematics for Algebra 1

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UNIT 1: RADICAL RELATIONSHIPS (DAYS 1 – 11)

In this unit, you will explore the relationship between exponents and radicals and rewrite expressions that contain radicals and rational exponents.

Lesson/*Florida* Standards	Lesson Objective
Syllabus and Orientation	Review the Student Orientation and Course Syllabus at the beginning of this course.
Performing Operations on Radicals *MA.K12.MTR.2.1, MA.K12.MTR.3.1, MA.912.NSO.1.4*	Use mathematical operations to rewrite radical expressions.
Simplifying Cube Roots *MA.K12.MTR.3.1, MA.912.NSO.1.4*	Write cube roots of monomial algebraic expressions in simplest radical form.
Properties of Exponents *MA.K12.MTR.3.1, MA.K12.MTR.4.1, MA.912.NSO.1.2*	Use the laws of exponents to rewrite monomial expressions and ratios of monomial expressions.
Radicals and Exponents *MA.K12.MTR.2.1, MA.912.NSO.1.1, MA.912.NSO.1.2*	Use the laws of exponents to rewrite expressions with radicals and rational exponents.

UNIT 2: EXPONENTIAL RELATIONSHIPS (DAYS 12 – 23)

In this unit, you will examine exponential relationships and ways you can apply them to model real-world situations.

Lesson/*Florida* Standards	Lesson Objective
Nonlinear Functions *MA.K12.MTR.2.1, MA.912.F.1.1, MA.912.F.1.3, MA.912.F.1.6*	Identify and evaluate nonlinear functions in multiple representations and relate the domains and ranges.
Graphs of Exponential Relationships *MA.K12.MTR.2.1, MA.912.AR.5.6, MA.912.F.1.2*	Graph exponential functions and identify their key features.

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Lesson/*Florida* Standards	Lesson Objective
Modeling with Exponential Functions *MA.K12.MTR.5.1, MA.K12.MTR.7.1, MA.912.AR.1.1, MA.912.AR.5.3, MA.912.AR.5.4, MA.912.F.1.3, MA.912.FL.3.2, MA.912.FL.3.4*	Use exponential functions to model situations in the real world.
Writing Exponential Functions *MA.K12.MTR.7.1, ELA.K12.EE.6.1, ELD.K12.ELL.MA.1, MA.912.AR.5.3, MA.912.AR.5.4, MA.912.F.1.1, MA.912.F.1.6, MA.912.F.1.8*	Write exponential functions in mathematical and real-world contexts.
Comparing Exponential Functions *MA.K12.MTR.2.1, MA.K12.MTR.4.1, MA.912.AR.5.6, MA.912.F.1.2, MA.912.F.1.3, MA.912.F.1.6*	Compare exponential functions that are represented in different ways.

UNIT 3: POLYNOMIALS (DAYS 24 – 36)

In this unit, you will develop the tools you need to solve and model complex problems using polynomials.

Lesson/*Florida* Standards	Lesson Objective
Adding and Subtracting Polynomials *MA.K12.MTR.2.1, MA.K12.MTR.5.1, ELD.K12.ELL.MA.1, MA.912.AR.1.1, MA.912.AR.1.3*	Determine sums and differences of polynomials.
Multiplying Polynomials *MA.K12.MTR.2.1, MA.K12.MTR.5.1, ELD.K12.ELL.MA.1, MA.912.AR.1.3*	Determine the products of polynomials.
Dividing by Monomials *MA.K12.MTR.2.1, MA.K12.MTR.5.1, ELD.K12.ELL.MA.1, MA.912.AR.1.4*	Determine the quotients of polynomials, factoring out the greatest common factor (GCF), if necessary.

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Lesson/*Florida* Standards	Lesson Objective
Factoring Polynomials, Part 1 *MA.K12.MTR.2.1, MA.K12.MTR.5.1, MA.912.AR.1.7*	Use factoring techniques and distribution to rewrite quadratic expressions.
Factoring Polynomials, Part 2 *MA.K12.MTR.2.1, MA.K12.MTR.5.1, MA.912.AR.1.7*	Use factoring techniques and distribution to rewrite quadratic expressions.

UNIT 4: QUADRATIC EQUATIONS AND FUNCTIONS (DAYS 37 – 52)

In this unit, you will practice writing and solving quadratic equations using a variety of techniques, including inspection, taking square roots, and factoring. You will also graph quadratic functions and identify their key features.

Lesson/*Florida* Standards	Lesson Objective
Solving Quadratic Equations with Square Roots *MA.K12.MTR.3.1, MA.K12.MTR.4.1, MA.912.AR.1.2, MA.912.AR.3.1*	Solve quadratic equations in one variable by inspection and by taking square roots.
Solving Quadratic Equations by Factoring *MA.K12.MTR.4.1, ELD.K12.ELL.MA.1, MA.912.AR.3.1*	Solve quadratic equations in one variable by factoring.
Quadratic Relationships *MA.K12.MTR.2.1, MA.912.AR.3.6, MA.912.AR.3.7, MA.912.F.1.2*	Explore quadratic relationships and use their graphs to identify key attributes.
Graphs of Quadratic Relationships *MA.K12.MTR.2.1, ELA.K12.EE.1.1, MA.912.AR.3.6, MA.912.AR.3.7, MA.912.F.1.2, MA.912.F.2.1*	Graph and transform quadratic functions on the coordinate plane.
Forms of Quadratic Equations *MA.K12.MTR.2.1, ELD.K12.ELL.MA.1, MA.912.AR.3.6, MA.912.AR.3.7, MA.912.AR.3.8, MA.912.F.1.2*	Identify and use the three forms of quadratic equations.

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Lesson/*Florida* Standards	Lesson Objective
Writing Quadratic Functions and Equations *MA.K12.MTR.2.1, ELD.K12.ELL.MA.1, MA.912.AR.3.4, MA.912.AR.3.5, MA.912.AR.3.8, MA.912.F.1.8*	Write quadratic equations in two variables.
Unit Activity: Quadratic Equations and Functions *MA.K12.MTR.6.1, MA.K12.MTR.7.1, ELA.K12.EE.1.1, MA.912.AR.3.1, MA.912.AR.3.6, MA.912.AR.3.7, MA.912.AR.3.8, MA.912.F.2.1*	Use quadratic functions to model real-world situations.

UNIT 5: EXTENDING QUADRATIC RELATIONSHIPS (DAYS 53 – 67)

In this unit, you will continue to practice solving quadratic equations as you explore the methods of completing the square and applying the quadratic formula. You will also use your knowledge of functions to model and compare linear, exponential, and quadratic relationships.

Lesson/*Florida* Standards	Lesson Objective
Solving Quadratic Equations by Completing the Square *MA.K12.MTR.3.1, MA.K12.MTR.4.1, ELD.K12.ELL.MA.1, MA.912.AR.3.1, MA.912.AR.3.6*	Solve quadratic equations in one variable by completing the square.
The Quadratic Formula *MA.K12.MTR.3.1, ELD.K12.ELL.MA.1, MA.912.AR.1.2, MA.912.AR.3.1*	Solve quadratic equations in one variable and categorize the solutions using the quadratic formula.
Comparing Functions *MA.K12.MTR.2.1, MA.912.AR.3.7, MA.912.AR.3.8, MA.912.F.1.1, MA.912.F.1.2, MA.912.F.1.3, MA.912.F.1.6*	Compare and translate representations of linear, exponential, and quadratic functions.

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Lesson/*Florida* Standards	Lesson Objective
Course Activity: Modeling with Functions *MA.K12.MTR.1.1, MA.K12.MTR.5.1, MA.K12.MTR.7.1, MA.912.AR.9.6, MA.912.F.1.1, MA.912.F.1.6, MA.912.F.1.8, MA.912.FL.3.2, MA.912.FL.3.4*	Determine and apply the function type that best models a mathematical or real-world situation.
Unit Activity: Extending Quadratic Relationships *MA.K12.MTR.6.1, MA.K12.MTR.7.1, MA.912.AR.3.1*	Solve quadratic equations using the method appropriate to the initial form of the equation.

UNIT 6: STATISTICS (DAYS 68 – 90)

In this unit, you will explore different ways of representing, analyzing, and comparing data sets.

Lesson/*Florida* Standards	Lesson Objective
Understanding Statistics *ELA.K12.EE.3.1, MA.912.DP.1.2, MA.912.DP.1.4*	Identify and explain the purpose and structure of statistics and random sampling and make inferences from sample results.
Visual Representations of Data *MA.K12.MTR.2.1, ELA.K12.EE.3.1, ELD.K12.ELL.MA.1, MA.912.DP.1.1*	Represent data with dot plots, box plots, and histograms.
Comparing Data Sets *MA.K12.MTR.4.1, MA.K12.MTR.7.1, ELA.K12.EE.1.1, ELA.K12.EE.3.1, MA.912.DP.1.1, MA.912.DP.1.2*	Compare multiple data sets using statistics and interpret differences in shape, center, and spread.
Evaluating Reports *ELA.K12.EE.1.1, ELA.K12.EE.2.1, ELA.K12.EE.3.1, MA.912.DP.1.2, MA.912.DP.1.4*	Evaluate reports based on real-world data for accuracy, bias, and validity.
Math in Persuasion *MA.K12.MTR.1.1, MA.K12.MTR.4.1, MA.K12.MTR.7.1, ELA.K12.EE.1.1, ELA.K12.EE.4.1, ELA.K12.EE.5.1, ELA.K12.EE.6.1*	Use mathematics and research to evaluate information and present an analysis of your findings.

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Lesson/*Florida* Standards	Lesson Objective
Two-Way Frequency Tables *MA.K12.MTR.7.1, ELA.K12.EE.1.1, ELA.K12.EE.3.1, MA.912.DP.1.1, MA.912.DP.1.2, MA.912.DP.1.3, MA.912.DP.3.1*	Construct two-way frequency tables for categorical data and interpret measures and associations within the data, including relative frequencies.
Unit Activity: Statistics *MA.K12.MTR.7.1, ELA.K12.EE.1.1, ELA.K12.EE.3.1, MA.912.DP.1.2*	Analyze, interpret, and justify conclusions from a set of data.

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Florida English 1, Semester A

Florida Course Code: 1001310 Credits: 0.5

Course Overview and Goals

English/Language Arts is the study of language through the interpretation and analysis of texts. You will examine a collection of diverse, authentic texts and analyze the techniques used by their authors. You will then apply that learning to your own writing, drawing on a wide range of authorial techniques to support your own development as an author and thinker. In Florida English 1, Semester A, you will analyze techniques in poetry, fiction, and nonfiction texts to analyze thematic connections and inform your own writing and in-class discussions. By the end of this course, you will be able to do the following:

- Closely read a range of informational texts, literature, and poetry, nimbly applying various reading strategies to support your understanding.
- Use textual evidence to inform your analysis and support your ideas about a text.
- Analyze how a text's structure can create tension, mystery, and suspense.
- Analyze how authors draw on and transform source material.
- Determine central ideas and themes in a text and analyze their development.
- Determine authors' purposes and points of view and compare them across texts.
- Examine how ideas unfold and connect across a text.
- Deconstruct, delineate, and evaluate arguments in a text.
- Analyze complex characters in a literary text, including how they develop and how they interact with other characters.
- Analyze multiple accounts of a subject, conveyed through different mediums.
- Draw on a range of strategies to determine the denotative, connotative, and technical meanings of words.
- Interpret nuances in word meaning and understand their impact on tone and meaning.
- Produce effective analytical, argumentative, narrative, and expository writing that is appropriate in tone and style and suited for task, purpose, and audience.
- Objectively summarize informational and literary texts.
- Engage in research to produce, publish, and present research findings in the forms of expository writing and multimedia presentations.

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Scope and Sequence

This document outlines the design of Florida English 1, Semester A, as well as the coverage of the Florida's B.E.S.T. Standards within the course.

Florida's B.E.S.T. Standards English Language Arts

UNIT 1: PAGE TURNERS AND PLOT TWISTS (DAYS 1 – 24)

In this unit, you will read a variety of modern and classic short stories. You will analyze how the structure and language of the stories create exciting effects for the reader, such as tension and suspense. You will explore connections among the stories, focusing on how authors of contemporary stories draw on and transform themes from classic source material. By the end of the unit, you will understand how an author's choices can keep us readers on the edge of our seats. You will also understand how to write analytically about these choices, grounding your claims and ideas in rich and relevant textual evidence.

Lesson/*Florida Standards*	**Lesson Objective**
Syllabus and Orientation	Review the Student Orientation and Course Syllabus at the beginning of this course.
Clarifying Big Ideas: Thinking about Reading	Understand how to better comprehend a text by learning about what happens in your mind while you read.
Analyzing How Order of Events Creates Tension in "The Monkey's Paw" *ELA.9.R.1.1, ELA.9.R.3.3, ELA.9.V.1.3*	Analyze how an author uses the order of events to create tension and mystery, analyze how an author draws on and transforms source material, and identify and verify the meaning of words using reference materials.
Examining the Relationship Between Pacing and Tension in "The Monkey's Paw" *ELA.9.R.1.1, ELA.9.R.3.2, ELA.9.C.1.3*	Analyze how an author uses pacing to create tension, provide an objective summary of a text, and write an analysis of how pacing and order of events create tension and mystery.
Analyzing How Pacing and Structure Create Suspense in "New Chicago" *ELA.9.R.1.1, ELA.9.C.1.3*	Analyze how a text's order of events, pacing, and structure create tension and suspense, and write and revise an analysis supported by strong text evidence.

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Lesson/*Florida Standards*	Lesson Objective
Analyzing Theme Development in "New Chicago" *ELA.9.R.1.1, ELA.9.R.1.2, ELA.9.C.1.3*	Identify a theme and analyze its development throughout a text, and write an analysis of theme development, focusing on creating cohesion between ideas.
Comparing a Text to Source Material in "The Monkey's Paw" and "New Chicago" *ELA.9.R.1.2, ELA.9.R.3.3*	Analyze how structure develops theme in works of fiction, analyze how an author draws upon and transforms source material, and write an analysis of how authors draw upon source material to develop themes.
Examining the Relationship Between Structure and Effect in "Games at Twilight" *ELA.9.R.1.1, ELA.9.R.1.4*	Analyze the effects of narrative structure on a text, analyze how cultural experience can be reflected in fiction, and write an analysis on how an author uses structure to create tension, focusing on creating clarity between claim and reasons.
Analyzing Character, Structure, and Theme in "The Odyssey" *ELA.9.R.1.1, ELA.9.R.1.3, ELA.9.V.1.3*	Identify the elements of epic poetry, and analyze the relationship between the characters, structures, and themes of a work of epic poetry.
Analyzing Nuance in Words in "The Tell-Tale Heart" *ELA.9.R.1.1, ELA.9.R.1.3, ELA.9.V.1.3*	Determine the denotative and connotative meanings of words, consult general and specialized reference materials to clarify word meanings, and analyze the impact of nuance in word meanings.
Unit Activity: Write a Literature Analysis on Authorial Techniques *ELA.9.R.1.1, ELA.9.C.1.3, ELA.9.C.3.1, ELA.9.V.1.1*	Plan, write, and revise a piece of analytical writing, analyze the techniques authors use to create mystery, tension, and surprise, and record strong text evidence to support your analysis.

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UNIT 2: LEAVING A LEGACY (DAYS 25 - 44)

This unit features a wide span of rich texts, from poetry to short fiction and from written arguments to spoken ones. This diversity in text type provides opportunities to build a range of skills, such as analyzing parallel structure, describing character interactions, and evaluating arguments. Across the unit, and prompted by the texts, you will reflect on the impact of legacy and on what it means to make a difference. You will develop these ideas through an independent research project, based on a carefully crafted research question inspired by themes of legacy.

Lesson/*Florida Standards*	**Lesson Objective**
Analyzing Theme Development through Details and Parallel Structure in "If" *ELA.9.R.1.1, ELA.9.R.1.2, ELA.9.R.3.1, ELA.9.C.3.1*	Analyze how a theme is shaped by details in a poem, examine the use of parallel structure in a poem, and write an analysis using parallel structure effectively.
Examining the Order of Ideas in "Yangon's Hero, Wielding Power of Stop and Go" *ELA.9.R.2.1, ELA.9.R.3.2*	Write an objective summary of a text and identify how sections of a text unfold and connect a series of ideas.
Clarifying Big Ideas: Benefits of Summarizing Click or tap here to enter text.	Learn about the value of summarizing as a strategy to understand and remember the key ideas of an informational text.
Evaluating Evidence in an Informational Text *ELA.9.R.2.2, ELA.9.R.2.4, ELA.9.R.3.2, ELA.9.C.3.1*	Write an objective summary of a text and identify the argument in a text and evaluate the evidence provided to support a claim.
Analyzing Argument in "Letter from Frederick Douglass to Harriet Tubman" *ELA.9.R.2.2, ELA.9.R.2.4*	Delineate an author's claim, and analyze how an author introduces, develops, and connects points in a text to create an argument.
Evaluating the Effectiveness of Michelle Obama's Argument in Her Health and Nutrition Speech *ELA.9.R.2.4, ELA.9.R.3.4*	Describe an author's argument and evaluate the effectiveness of an argument.

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Lesson/*Florida Standards*	Lesson Objective
Analyzing Character Interactions in "An Hour with Abuelo" *ELA.9.R.1.1, ELA.9.V.1.3*	Describe how a complex character interacts with other characters and write an analysis explaining how character interactions develop a character using a claim and textual support.
Analyzing Theme Development in "An Hour with Abuelo" *ELA.9.R.1.1, ELA.9.R.1.2, ELA.9.R.3.2*	Summarize a text and analyze how an author develops theme through characterization.
Researching What It Takes to Make a Difference *ELA.9.C.1.3, ELA.9.C.4.1, ELA.9.V.1.1*	Conduct research to answer a research question, develop a plan for writing an argument, and compose a paragraph synthesizing information to answer the research question.
Unit Activity: Write an Argument on What it Takes to Make a Difference *ELA.9.C.1.3, ELA.9.C.3.1*	Plan, write, and revise an argumentative essay using textual evidence and research to support a claim.

UNIT 3: LOOKING INWARD (DAYS 45 – 65)

In this unit, you will turn inward, focusing on personal narratives that explore themes of identity. Through analysis of these narrative texts, you will learn how to determine an author's point of view, examine how details refine and shape ideas, and compare stories of the same subject presented in different mediums. You will then plan and develop a personal narrative, applying the techniques you encountered in your analysis of mentor texts and drawing on the meaningful experiences that have shaped your own identity.

Lesson/*Florida Standards*	Lesson Objective
Determining the Central Idea in "The Cutting of My Long Hair" *ELA.9.R.2.2, ELA.9.V.1.3*	Determine the central idea of a text, write a summary, and use context to determine the meanings of unknown words.
Analyzing Central Idea Development in "By Any Other Name" *ELA.9.R.2.2*	Analyze how the central ideas in a personal narrative are developed through details that reveal the author's perspective; cite textual evidence to support your analysis of how specific details develop the central idea; verify the meaning of unknown words by using reference materials; plan how you will develop a central idea in your own writing.

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Lesson/*Florida Standards*	Lesson Objective
Analyzing Word Choice in "By Any Other Name" *ELA.9.R.3.4, ELA.9.V.1.3*	Use context to determine the meaning of unknown words, identify shades of meaning and nuance in words, and analyze the impact of an author's word choice on meaning and tone.
Comparing Point of View in "The Cutting of My Long Hair" and "By Any Other Name" *ELA.9.R.2.2, ELA.9.C.1.3*	Compare and contrast authors' points of view and write a literary analysis that introduces and develops a claim with text evidence.
Analyzing How Ideas are Developed and Refined in "Inglés in Thirty Minutes" *ELA.9.R.2.1, ELA.9.V.1.3*	Analyze how an author's ideas are developed and refined in a text, determine word meanings by consulting reference materials, and write an analytical paragraph drawing upon thorough text evidence.
Analyzing Text Structure in "The Story of My Life" *ELA.9.R.2.1, ELA.9.C.3.1*	Examine how the author structures a text to unfold a series of events and ideas, and plan and write an analysis on the effect of text structure.
Analyzing Two Accounts of Helen Keller's Life *ELA.9.R.2.3, ELA.9.C.1.3*	Compare multiple accounts of the same event in various mediums and write a comparative analysis drawing upon text evidence and focusing on cohesion.
Planning and Developing Your Writing with Model Texts *ELA.9.C.1.2, ELA.9.C.3.1*	Analyze a model memoir and examine it for key ideas and narrative techniques and plan your own personal narrative.
Clarifying Big Ideas: Rethinking the Writing Process Click or tap here to enter text.	Learn how the writing process requires ongoing rethinking and rewriting.
Unit Activity: Write a Personal Narrative Exploring Identity *ELA.9.C.1.2, ELA.9.C.1.5, ELA.9.C.3.1*	Plan and write a personal narrative using effective techniques and revise your personal narrative to reflect correct use of parallel structure, spelling, and punctuation, including semicolons.

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UNIT 4: A NATURAL BALANCE (DAYS 66 – 90)

In this final unit of Semester A, you will read informational and literary texts that center around topics of nature. You will interpret technical language and figures of speech, analyze rhetoric and its role in advancing points of view, and develop skills for effective expository writing. The texts of this unit prompt us readers to consider our place in the natural world. You will develop your own ideas about this topic through an expository essay that explains the role of humans in nature. This unit also contains an optional novel study of *Frankenstein* by Mary Shelley, offering a deeper dive into analyzing the theme of one's place in nature.

Lesson/*Florida Standards*	**Lesson Objective**
Using Vocabulary and Summarizing Strategies in "Survival is Your Own Responsibility" *ELA.9.R.3.2, ELA.9.V.1.2, ELA.9.V.1.3*	Determine the meanings of unknown words by using context and analyzing patterns of word changes, identify the central idea of a text, and write an objective summary.
Analyzing How Authors Connect Ideas in "Survival is Your Own Responsibility" *ELA.9.R.2.1, ELA.9.C.3.1, ELA.9.V.1.1*	Analyze how an author unfolds a series of ideas and how those ideas are connected and refined throughout the text and write an expository paragraph explaining the factors that influence survival in harsh environments, focusing on transitions.
Clarifying Big Ideas: Benefits of Rereading	Learn about the value of rereading complex literary texts as a strategy to understand them at a deeper level.
Analyzing the Development of Theme in "To Build a Fire" *ELA.9.R.1.1, ELA.9.R.1.2*	Determine the theme of a text, analyze how details allow a theme to emerge and develop, and write a brief analysis about how details develop theme.
Analyzing How Ideas are Developed and Refined in "Nobel Goes for Developing Drugs from Nature" *ELA.9.R.2.1, ELA.9.C.1.4, ELA.9.V.1.3*	Analyze how an author develops and refines ideas and determine technical meanings of words and phrases using reference materials.
Determining Technical Meanings in "Clean Tech Rises Again" *ELA.9.C.1.4, ELA.9.V.1.1, ELA.9.V.1.3*	Determine the technical meaning of words and phrases with resources and reference materials, determine the central idea of a text and provide a summary, and write an expository response about how humans can utilize nature.

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Lesson/*Florida Standards*	Lesson Objective
Drawing Connections Between Ideas in "The Wild Parks and Forest Reservations of the West" *ELA.9.R.2.3, ELA.9.R.3.1, ELA.9.V.1.3*	Analyze connections between ideas and how they support a central idea of a text and analyze the role of figures of speech, verify the meaning of words and phrases using context and a dictionary.
Examining Rhetoric and Point of View in the Speech "All-of-the-Above" *ELA.9.R.2.3, ELA.9.R.3.4, ELA.9.C.1.4*	Identify rhetoric in a speech, analyze how rhetoric advances the speaker's point of view, and write an expository response about how a speaker uses rhetoric to advance a point of view.
Analyzing Point of View and Central Idea in Texts *ELA.9.R.2.2, ELA.9.R.3.1, ELA.9.V.1.3*	Determine the central idea or theme of a text, analyze a speaker's point of view in a poem, and examine how figures of speech, connotative meanings, and denotative meanings contribute to poems' meanings.
Course Activity: Examine How Figurative Language Creates Mood *ELA.9.R.1.1, ELA.9.R.3.1*	Identify various kinds of figurative language in texts, explain how figurative language creates mood in texts, and explain how language and mood enhances meaning of texts.
Unit Activity: Write an Expository Essay Explaining Humans' Role in Nature *ELA.9.C.1.4, ELA.9.C.1.5, ELA.9.C.3.1*	Plan and write an informational text to examine our role in nature, and revise and edit your writing to improve sentence structure, punctuation, and spelling.

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Florida M/J Physical Science, Semester A

Florida Course Code: 2003010 Credits: 0.5

Course Overview and Goals

Science is the study of the natural world. It relies on experimentation and evidence to describe the natural events that occur around us. Physical science is the study of matter and energy. In Florida M/J Physical Science, Semester A, you will describe the atomic and molecular structure of substances using models. You will investigate how chemical reactions involve energy and lead to changes in properties of substances. You will also model different kinds of forces and the effect they have on the motion of objects. You will solve problems involving work and power and apply these principles to simple machines. Finally, you will see how simple machines make up more complex machines that are important in our lives.

By the end of this course, you will be able to do the following:

- Apply the scientific method to explain phenomena involving matter and energy.
- Classify matter by its composition and properties.
- Model atomic and molecular structures of substances.
- Explain the relationship between thermal energy and states of matter.
- Describe the Bohr model of an atom.
- Research historical models of the atom developed by scientists.
- Compare properties of reactants and products to determine whether a chemical reaction has occurred.
- Develop a model to show that atoms are conserved in chemical reactions.
- Describe energy changes that occur during a chemical reaction.
- Design, build, test, and modify a device that relies on a transfer of thermal energy.
- Describe the properties and uses of synthetic materials and how they affect society.
- Identify and sketch forces that act on real-world objects.
- Analyze the motion of objects using words, equations, and graphs.
- Explain how the concepts of force and motion are related.
- Analyze input and output forces in simple machines.
- Solve problems involving work and power.
- Design, build, test, and modify a device that uses one or more simple machines.

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Scope and Sequence

This document outlines the design of Florida M/J Physical Science, Semester A, as well as the coverage of the Next Generation Sunshine State Standards within the course.

Florida M/J Physical Science Standards

UNIT 1: STRUCTURE AND PROPERTIES OF MATTER (DAYS 1 – 31)

In this unit, you will first learn about the scientific method and the kinds of phenomena studied in physical science. You will classify matter by its composition and properties, including matter that you find around your home. You will develop models for the molecular structure of matter and explain how matter changes state with the addition or removal of thermal energy. Finally, you will describe the model of the atom developed by Niels Bohr and explain how the model of the atom has changed over time based on the work of Bohr and other scientists.

Lesson/*Florida* *Standards*	Lesson Objective
Syllabus and Orientation	Review the Student Orientation and Course Syllabus at the beginning of this course.
Introduction to Physical Science *SC.6.N.1.3, SC.6.N.1.5, SC.6.N.2.3, SC.6.N.3.3, SC.7.N.1.3, SC.7.N.1.6, SC.7.N.1.7, SC.7.N.3.1, SC.7.P.10.1, SC.8.N.1.1, SC.8.N.2.1, SC.8.N.2.2, SC.8.N.3.1, SC.8.N.3.2, SC.8.P.8.6, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.3.7*	Apply the steps of the scientific method, and identify the kinds of phenomena studied in physical science.
Course Activity: Scientific Reasoning *SC.6.N.1.2, SC.6.N.1.4, SC.6.N.2.1, SC.6.N.3.1, SC.6.N.3.2, SC.6.N.3.3, SC.7.N.1.2, SC.7.N.1.3, SC.7.N.1.4, SC.7.N.1.5, SC.7.N.3.1, LAFS.68.RST.2.4*	Apply the scientific method to analyze scientific investigations.
Course Activity: Examining Matter *SC.6.N.3.3, SC.7.P.11.1, SC.8.N.1.1, SC.8.N.1.3, SC.8.N.1.5, SC.8.N.2.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1, MAFS.K12.MP.6.1*	Carry out an investigation to compare properties of common household materials.
Matter Around Us *SC.8.P.8.3, SC.8.P.8.4, SC.8.P.8.5, SC.8.P.8.8, SC.8.P.8.9, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.2.6, LAFS.68.WHST.1.2.d, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1, MAFS.K12.MP.6.1*	Classify matter by its composition and properties.

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Lesson/*Florida* Standards	Lesson Objective
Course Activity: Building Models of Atomic Arrangements *SC.8.N.1.1, SC.8.N.1.3, SC.8.N.3.1, SC.8.P.8.5, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7*	Develop models of atomic arrangements of substances, and apply scientific ideas to develop an explanation for real-world phenomena.
Energy and Changes in State *SC.7.P.11.1, SC.7.P.11.4, SC.8.N.1.1, SC.8.P.8.8, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9, LAFS.68.RST.4.10*	Explain how the motion of particles of matter changes when thermal energy is added or removed.
Course Activity: Observing a Change in State *SC.8.N.1.1, SC.8.N.1.3, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1*	Predict changes in the state of water when thermal energy is added or removed.
Atoms and Elements *SC.6.N.1.5, SC.6.N.2.2, SC.6.N.2.3, SC.7.N.3.1, SC.8.N.1.1, SC.8.N.1.4, SC.8.N.1.6, SC.8.N.3.1, SC.8.P.8.1, SC.8.P.8.5, SC.8.P.8.6, SC.8.P.8.7, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7*	Describe the Bohr model of the atom and explain how the model of the atom has changed over time.
Unit Activity *SC.6.N.3.3, SC.8.N.1.6, SC.8.N.3.1, SC.8.P.8.8, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.2.6, LAFS.68.RST.3.7, LAFS.68.RST.4.10, LAFS.68.WHST.1.2.a, LAFS.68.WHST.1.2.b, LAFS.68.WHST.1.2.c, LAFS.68.WHST.1.2.d, LAFS.68.WHST.1.2.e, LAFS.68.WHST.1.2.f, LAFS.68.WHST.2.4, LAFS.68.WHST.2.5, LAFS.68.WHST.2.6, LAFS.68.WHST.3.7, LAFS.68.WHST.3.8, LAFS.68.WHST.3.9, LAFS.68.WHST.4.10*	Research and write about how scientists developed historical models of the atom.

UNIT 2: CHEMICAL REACTIONS (DAYS 32 – 57)

In this unit, you will examine chemical reactions between substances. You will learn to determine whether a chemical reaction has occurred by comparing properties of reactants and products. You will also develop a model to show that atoms are conserved in chemical reactions and describe the energy changes that have taken place. You will apply ideas about chemical reactions to design, construct, test, and modify a device that releases or absorbs thermal energy. Finally, you will see how inventors use chemical reactions to create synthetic materials and how the products affect society.

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Lesson/*Florida* Standards	Lesson Objective
Course Activity: Observing a Chemical Reaction *SC.6.N.3.3, SC.7.N.1.4, SC.7.P.11.1, SC.8.N.1.1, SC.8.N.1.3, SC.8.P.8.8, SC.8.P.9.1, SC.8.P.9.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1*	Compare properties of reactants and products in a chemical reaction.
Properties and Chemical Reactions *SC.6.N.2.3, SC.6.N.3.3, SC.8.N.1.1, SC.8.N.3.1, SC.8.P.9.1, SC.8.P.9.2, SC.8.P.9.3, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9, LAFS.68.RST.4.10, LAFS.68.WHST.1.2.d*	Determine whether a chemical reaction has occurred by comparing properties of reactants and products.
Atoms in Chemical Reactions *SC.6.N.3.3, SC.8.N.1.6, SC.8.N.3.1, SC.8.P.8.5, SC.8.P.9.1, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.2.6, LAFS.68.RST.3.7, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1, MAFS.K12.MP.7.1*	Develop a model that shows that atoms are conserved in chemical reactions.
Energy Changes in Chemical Reactions *SC.6.N.3.3, SC.6.P.11.1, SC.7.N.3.1, SC.8.N.1.1, SC.8.N.3.2, SC.8.P.8.8, SC.8.P.9.2, SC.8.P.9.3, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7*	Describe energy changes that occur during a chemical reaction.
Course Activity: Building a Device That Uses Energy from Chemical Reactions *SC.8.N.1.1, SC.8.N.1.3, SC.8.N.1.6, SC.8.N.3.1, SC.8.P.9.2, SC.8.P.9.3, LAFS.68.RST.1.3, LAFS.68.RST.2.4, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1*	Design, construct, test, and modify a device that uses a chemical reaction to release or absorb thermal energy.
Synthetic Materials *SC.7.N.1.7, SC.8.N.1.1, SC.8.N.1.6, SC.8.N.3.1, SC.8.P.8.8, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.2.5, LAFS.68.RST.2.6, LAFS.68.WHST.1.1.c, LAFS.68.WHST.1.1.e*	Describe the properties and uses of synthetic materials and how they affect society.

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Lesson/*Florida* Standards	Lesson Objective
Unit Activity *SC.7.N.1.4, SC.8.N.2.1, SC.8.P.9.3, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.2.6, LAFS.68.RST.3.7, LAFS.68.RST.3.8, LAFS.68.RST.4.10, LAFS.68.WHST.1.1.a, LAFS.68.WHST.1.1.b, LAFS.68.WHST.1.1.c, LAFS.68.WHST.1.1.d, LAFS.68.WHST.1.1.e, LAFS.68.WHST.1.2.d, LAFS.68.WHST.1.2.e, LAFS.68.WHST.1.2.f, LAFS.68.WHST.2.4, LAFS.68.WHST.2.5, LAFS.68.WHST.2.6, LAFS.68.WHST.3.7, LAFS.68.WHST.3.8, LAFS.68.WHST.3.9, LAFS.68.WHST.4.10, LAFS.8.SL.2.5*	Evaluate energy resources and develop a plan to manage them in your community.

UNIT 3: FORCES AND MOTION (DAYS 58 – 90)

In this unit, you will explore the relationship between force and motion. You will identify and sketch forces that act on objects and predict how the objects will move. You will analyze the motion of objects using words, equations, and graphs. You will apply the concepts of force and motion to design a car bumper that will reduce the force on riders during a collision. Finally, you will analyze the forces involved in simple machines that make our lives easier, and you will solve problems involving work and power.

Lesson/*Florida* Standards	Lesson Objective
Course Activity: Exploring Forces *SC.6.P.13.1, SC.6.P.13.2, SC.8.N.1.3, LAFS.68.RST.1.3, LAFS.68.RST.2.4*	Identify and sketch forces that act on real-world objects.
Motion and Motion Graphs *SC.6.P.12.1, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.3.7, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1, MAFS.K12.MP.5.1, MAFS.K12.MP.6.1, MAFS.K12.MP.8.1*	Analyze the motion of objects using words, equations, and graphs.
Using Forces to Predict Motion *SC.6.N.2.3, SC.6.N.3.3, SC.6.P.13.1, SC.6.P.13.2, SC.6.P.13.3, SC.8.N.1.4, SC.8.N.1.6, SC.8.N.3.1, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.2.6, LAFS.68.RST.3.7*	Identify the forces exerted on an object and predict the object's motion.

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Lesson/*Florida* Standards	Lesson Objective
Course Activity: Investigating Forces and Motion *SC.6.N.3.3, SC.6.N.3.4, SC.8.N.1.3, SC.8.N.1.6, LAFS.68.RST.1.2, LAFS.68.RST.1.3, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.3.1, MAFS.K12.MP.4.1*	Plan and carry out an investigation to determine how force and motion are related to each other.
Collisions *SC.6.N.3.3, SC.6.P.13.1, SC.8.N.1.4, SC.8.N.1.6, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9, MAFS.K12.MP.2.1, MAFS.K12.MP.3.1, MAFS.K12.MP.4.1, MAFS.K12.MP.6.1, MAFS.K12.MP.7.1*	Identify force interactions between two objects and predict the motion of the objects.
Course Activity: Designing a Car Bumper *SC.6.N.3.4, SC.7.N.3.2, SC.8.N.1.2, SC.8.N.1.3, SC.8.N.1.4, SC.8.N.1.6, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, MAFS.K12.MP.2.1, MAFS.K12.MP.3.1, MAFS.K12.MP.4.1*	Design a car bumper that will reduce the force on riders during a collision.
Simple Machines *SC.8.N.1.4, SC.8.N.1.6, SC.8.N.3.1, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9, LAFS.68.WHST.1.2.d, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1*	Analyze input and output forces in simple machines and solve problems involving work and power.
Unit Activity *SC.6.N.3.3, SC.6.P.12.1, SC.6.P.13.2, SC.6.P.13.3, SC.7.N.1.4, SC.7.P.11.3, LAFS.68.RST.3.7*	Design, build, test, and modify a tool or device that uses one or more simple machines.

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Florida M/J Physical Science, Semester B

Florida Course Code: 2003010 Credits: 0.5

Course Overview and Goals

Science is the study of the natural world. It relies on experimentation and evidence to describe the natural events that occur around us. Physical science is the study of matter and energy. In Florida Physical Science, Semester B, you will investigate gravitational, electric, and magnetic force fields and identify factors that determine their strength. You will apply concepts of electricity and magnetism to explain how motors, generators, and electromagnets work. You will discuss energy transformations in objects and systems, including how heat flows between objects that are at different temperatures. You will model how sound and light travel as waves and how they interact with different forms of matter. Finally, you will explore how electromagnetic waves help us communicate with one another and collect information about the universe.

By the end of this course, you will be able to do the following:

- Construct arguments that support the law of universal gravitation.
- Identify factors that determine the strength of forces created by electric charge and by magnets.
- Describe how current flows through series and parallel electric circuits.
- Differentiate between electromagnets, generators, and motors.
- Identify different forms of energy and discuss how energy flows through systems.
- Explain how the position of an object in a force field relates to its potential energy.
- Compute the kinetic energy of moving objects.
- Define the law of conservation of energy.
- Analyze models that show how heat flows between objects at different temperatures.
- Design, build, and test a device that involves transfer of thermal energy.
- Classify waves based on their characteristics and use mathematics to model them.
- Interpret models of interactions of light and matter.
- Assess how light from objects in space provides information about their temperature, composition, and distance.
- Compare and contrast the use of digital and analog signals in communication.

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Scope and Sequence

This document outlines the design of Florida M/J Physical Science, Semester B, as well as the coverage of the Next Generation Sunshine State Standards within the course.

Florida M/J Physical Science Standards

UNIT 1: FORCE FIELDS (DAYS 1 – 30)

In this unit, you will explore gravitational, electric, and magnetic force fields. You will use evidence to explain the force of gravity around you and understand how the strength (force) of gravity depends on an object's mass. You will also identify factors that determine the strength of forces created by electric charge and by magnets. You will model series and parallel circuits and explain how a current flows through them. You will apply your understanding of electricity and magnetism to classify devices as electromagnets, generators, and motors. You will describe the cause of Earth's magnetic field and explain how it protects our atmosphere from charged particles. Finally, in a real-world application, you will calculate how much electricity you use in your home and propose ways to conserve electricity.

Lesson/*Florida* Standards	**Lesson Objective**
Syllabus and Orientation	Review the Student Orientation and Course Syllabus at the beginning of this course.
Gravity *SC.6.N.3.3, SC.6.P.13.1, SC.6.P.13.2, SC.7.N.2.1, SC.8.N.1.6, SC.8.N.3.1, SC.8.P.8.2, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9, LAFS.68.RST.4.10, LAFS.68.WHST.1.1.a, LAFS.68.WHST.1.1.b, LAFS.68.WHST.1.1.c, LAFS.68.WHST.1.2.d, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1*	Use evidence to construct arguments supporting the claim that gravity is attractive and that its strength depends on the mass of objects.
Electricity and Magnetism *SC.6.P.13.1, SC.8.P.8.4, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9*	Identify factors that determine the strength of forces created by electric charge and by magnets.
Course Activity: Finding Evidence of Force Fields *SC.6.N.3.4, SC.8.N.1.3, SC.8.N.1.5, SC.8.N.1.6, SC.8.N.2.2, SC.8.N.3.1, LAFS.68.RST.1.3, LAFS.68.RST.2.4, MAFS.K12.MP.3.1*	Carry out an investigation to report evidence of force fields acting between objects.

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Lesson/*Florida* Standards	Lesson Objective
Electric Circuits *SC.6.N.3.4, SC.8.N.1.6, SC.8.N.3.1, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1*	Identify series and parallel circuits and explain how current flows through them.
Course Activity: Conserving Electricity at Home *SC.8.N.1.3, SC.8.N.1.6, SC.8.N.4.1, SC.8.N.4.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1*	Calculate how much electricity you use in your home and propose ways to reduce the amount.
Electromagnets, Generators, and Motors *SC.8.N.1.4, SC.8.N.1.6, SC.8.N.3.1, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9*	Differentiate between electromagnets, generators, and motors, and describe how they work.
Unit Activity *SC.6.P.13.1, SC.8.P.8.4, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.2.6, LAFS.68.RST.3.7, LAFS.68.RST.3.8, LAFS.68.RST.4.10, LAFS.68.WHST.1.2.a, LAFS.68.WHST.1.2.b, LAFS.68.WHST.1.2.c, LAFS.68.WHST.1.2.d, LAFS.68.WHST.1.2.e, LAFS.68.WHST.1.2.f, LAFS.68.WHST.2.4, LAFS.68.WHST.2.5, LAFS.68.WHST.2.6, LAFS.68.WHST.3.7, LAFS.68.WHST.3.8, LAFS.68.WHST.3.9, LAFS.68.WHST.4.10, LAFS.8.SL.2.5*	Describe the cause of Earth's magnetic field and explain how it protects our atmosphere from charged particles.

UNIT 2: ENERGY (DAYS 31 – 67)

In this unit, you will examine forms of energy and energy transformations. You will construct energy flow diagrams to describe the movement of energy through one or more systems. You will explain how the position of an object in a force field relates to its potential energy. You will also discuss how speed and mass affect the kinetic energy of an object. You will investigate how heat flows between objects at different temperatures and how that process relates to thermal energy. Finally, you will apply heat transfer ideas as you design, construct, test, and modify a device that minimizes or maximizes thermal energy transfer.

Lesson/*Florida* Standards	Lesson Objective
Course Activity: Describing the Movement of Energy *SC.8.N.1.3, LAFS.68.RST.1.3, LAFS.68.RST.2.4, MAFS.K12.MP.2.1*	For an event that involves energy, describe what the energy did, where it came from, and where it went.

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Lesson/*Florida* Standards	Lesson Objective
Forms of Energy *SC.6.P.11.1, SC.7.P.11.2, SC.8.N.1.6, SC.8.N.2.1, SC.8.N.3.1, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.2.6, LAFS.68.RST.3.7, LAFS.68.RST.3.9, LAFS.68.RST.4.10, LAFS.68.WHST.1.1.b, LAFS.68.WHST.1.2.d*	Identify examples of different forms of energy.
Course Activity: Investigating Gravity and Potential Energy *SC.6.P.11.1, SC.6.P.13.1, SC.8.N.1.3, SC.8.N.1.5, SC.8.N.2.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1*	Design an investigation that explores the relationship between position and gravitational potential energy.
Potential Energy *SC.6.P.11.1, SC.6.P.13.1, SC.8.N.1.6, SC.8.N.3.1, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1, MAFS.K12.MP.6.1, MAFS.K12.MP.8.1*	Explain how the position of an object in a force field is related to the amount of its potential energy.
Kinetic Energy *SC.6.P.11.1, SC.8.N.1.4, SC.8.N.1.6, LAFS.68.RST.1.2, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1, MAFS.K12.MP.6.1, MAFS.K12.MP.8.1*	Explain how the speed and mass of a moving object are related to the object's kinetic energy.
Energy Transfer and Transformation *SC.6.P.11.1, SC.7.P.11.2, SC.7.P.11.3, SC.8.N.1.6, SC.8.N.3.1, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.3.7, MAFS.K12.MP.1.1, MAFS.K12.MP.2.1, MAFS.K12.MP.4.1, MAFS.K12.MP.5.1, MAFS.K12.MP.6.1, MAFS.K12.MP.8.1*	Explain that when the kinetic energy of an object changes, energy is transferred to or from the object.
Course Activity: Investigating Temperature Changes in Materials *SC.6.N.3.4, SC.7.P.11.4, SC.8.N.1.3, SC.8.N.3.1, LAFS.68.RST.1.3, LAFS.68.RST.2.4*	Plan and carry out an investigation to identify factors that affect an object's change in temperature.
Thermal Energy and Heat *SC.7.P.11.1, SC.7.P.11.4, SC.8.N.1.4, SC.8.N.1.6, SC.8.N.3.1, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.4.10, LAFS.68.WHST.1.2.d*	Analyze models that illustrate how heat flows between objects at different temperatures.
Unit Activity *SC.6.P.11.1, SC.7.P.11.4, LAFS.68.RST.1.3, LAFS.68.RST.3.7*	Design, construct, test, and modify a device that minimizes or maximizes thermal energy transfer.

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UNIT 3: WAVES (DAYS 68 – 90)

In this unit, you will investigate the characteristics and applications of waves. You will learn the parts of a wave and how to represent waves mathematically. You will explain how visible light, one type of electromagnetic wave, interacts with matter and develop a model to describe what you see. You will assess how light from objects in space gives information about their temperature, composition, and distance. Finally, you will study a real-world application of waves as you compare and contrast the use of digital and analog signals in communication.

Lesson/*Florida* Standards	Lesson Objective
Exploring Waves *SC.7.N.3.1, SC.7.P.10.1, SC.7.P.10.3, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.3.7, LAFS.68.RST.3.9, MAFS.K12.MP.4.1, MAFS.K12.MP.6.1*	Classify waves based on their characteristics and use mathematics to model them.
Course Activity: Describing How Light Interacts with Matter *SC.7.N.1.1, SC.7.P.10.1, SC.7.P.10.2, SC.8.N.1.3, LAFS.68.RST.1.3, LAFS.68.RST.2.4, LAFS.68.RST.3.7*	Observe interactions of light and matter and develop a model that describes your observations.
Interactions of Light with Matter *SC.7.P.10.1, SC.7.P.10.2, SC.7.P.10.3, SC.8.N.3.1, LAFS.68.RST.1.2, LAFS.68.RST.3.7*	Use models to describe interactions of light and matter.
Light and Information About the Universe *SC.7.N.2.1, SC.7.P.10.2, LAFS.68.RST.2.4, LAFS.68.RST.3.7*	Assess how light from objects in space provides information about their temperature, composition, and distance.
Unit Activity *SC.7.P.10.1, LAFS.68.RST.1.1, LAFS.68.RST.1.2, LAFS.68.RST.2.4, LAFS.68.RST.2.6, LAFS.68.RST.3.7, LAFS.68.RST.4.10, LAFS.68.WHST.1.1.a, LAFS.68.WHST.1.1.b, LAFS.68.WHST.1.1.d, LAFS.68.WHST.1.1.e, LAFS.68.WHST.1.2.e, LAFS.68.WHST.1.2.f, LAFS.68.WHST.2.4, LAFS.68.WHST.2.5, LAFS.68.WHST.2.6, LAFS.68.WHST.3.7, LAFS.68.WHST.3.8, LAFS.68.WHST.3.9, LAFS.68.WHST.4.10*	Compare and contrast the use of digital and analog signals in communication.

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Florida M/J Civics, Semester A

Florida Course Code: 2106010 Credits: 0.5

Course Overview and Goals

Florida M/J Civics is a course that offers 100% alignment to the Florida Standards for Civics. The course includes a variety of unit and lesson activities that examine the history, geography, culture, and economy of the state that encourage research and reflection. Semester A offers three units that cover topics including the political and physical geography of the United States, rights and responsibilities of American citizenship, the origins of American government, and the structure and function of our government. In Semester A, you'll also examine the American legal system, compare and contrast the US Constitution and the Florida Constitution, explore how the Constitution both protects and limits individual rights, and investigate the rights and responsibilities of American citizens through research and real-world examples.

By the end of this course, you will be able to do the following:

- Describe the physical and political geography of the United States.
- Describe the population and culture of the United States.
- Explain the rights and responsibilities of citizenship.
- Examine primary and secondary sources.
- Explain the importance of government.
- Identify influences on U.S. government.
- Summarize how the U.S. Constitution was written.
- Explain how the Constitution protects individual rights through the Bill of Rights and other amendments.
- Compare and contrast the Florida Constitution and the US Constitution.
- Explain the structure and function of the U.S. Congress.
- Explain the structure and function of the executive branch of the U.S. federal government.
- Explain the structure and function of the federal judicial system.
- Describe the roles of law enforcement and the courts in the U.S. legal system.

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Scope and Sequence

This document outlines the design of Florida M/J Civics Semester A, as well as the coverage of the Florida Standards for Civics within the course.

CPALMS: Florida Standards for Civics

UNIT 1: A NATION AND ITS PEOPLE (DAYS 1 – 25)

In this unit, you will learn about the physical and cultural landscape of the United States. The unit begins with a lesson on the political and physical geography of the country, in which you will learn about the unique features of different regions of the United States. The next lesson focuses on the cultural composition of the country, including an examination of maps and data related to the current population. Finally, you will investigate the roles, rights, and responsibilities of all American citizens, culminating with an interactive activity in which you will research and interview fellow Americans who have real-world experiences carrying out the duties of citizenship

Lesson/*Florida Standards*	**Lesson Objective**
Syllabus and Orientation	Review the Student Orientation and Course Syllabus at the beginning of this course.
Physical and Political Geography of the United States *SS.7.G.2.3, SS.7.G.1.1, SS.7.G.1.2, SS.7.G.1.3, SS.7.G.3.1, SS.7.G.5.1, SS.7.G.6.1, LAFS.68.RH.3.7, LAFS.7.SL.1.2, MAFS.K12.MP.5.1, MAFS.K12.MP.6.1*	Describe the physical and political geography of the United States.
The People of the United States *SS.7.G.2.1, SS.7.G.2.2, SS.7.G.2.4, SS.7.G.4.1, SS.7.G.4.2*	Describe the population and culture of the United States.
Citizenship *SS.7.C.2.1, SS.7.C.2.2, SS.7.C.2.3, LAFS.68.RH.1.3, LAFS.68.RH.3.7, LAFS.7.SL.1.2, MAFS.K12.MP.6.1*	Explain the rights and responsibilities of citizenship.
Unit Activity *LAFS.68.WHST.3.7, LAFS.68.WHST.2.5*	Apply understanding of the responsibilities of citizenship to a real-world example.

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UNIT 2: FOUNDATIONS OF AMERICAN GOVERNMENT (DAYS 26 – 55)

Unit 2 focuses on the history of how our government was formed. It includes a discussion of major Enlightenment thinkers and their influence on our nation's founders, as well as explanation of fundamental concepts that shaped our American democracy, such as the social contract, natural rights, and the rule of law. You will also learn about other government systems that exist around the world. This unit also explains the events that led to the creation of the Declaration of Independence and early state and local governments. You will also closely examine the US Constitution, including an in-depth look at the Bill of Rights and several landmark Supreme Court cases that focused on matters of individual rights. Finally, you will research and closely read both the US Constitution and Florida Constitution to identify similarities and differences between these two governing documents. Throughout the unit, you will engage with many different primary and secondary sources to better understand how and why American democracy came to be.

Lesson/*Florida Standards*	**Lesson Objective**
What Is Government? *SS.7.C.3.1, SS.7.C.3.2, SS.7.C.3.14, LAFS.68.RH.1.1, LAFS.68.RH.1.2, LAFS.68.RH.2.4, LAFS.68.RH.2.5*	Explain the importance of government.
Origins of American Government *SS.7.C.1.1, SS.7.C.1.2, SS.7.C.1.3, SS.7.C.1.4, SS.7.C.1.9, LAFS.68.RH.1.1, LAFS.68.RH.3.9*	Identify influences on U.S. government.
Writing the Constitution *SS.7.C.1.5, SS.7.C.1.1, SS.7.C.1.6, SS.7.C.1.7, SS.C.1.8, SS.7.C.1.9, SS.7.C.3.5*	Summarize how the U.S. Constitution was written.
The Bill of Rights and Individual Rights *SS.7.C.2.4, SS.7.C.2.5, SS.7.C.3.6, SS.7.C.3.7*	Explain how the Constitution protects individual rights through the Bill of Rights and other amendments.
Unit Activity *SS.7.C.3.13, LAFS.68.WHST.2.4, LAFS.68.WHST.2.6*	Compare and contrast the Florida Constitution and the US Constitution.

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UNIT 3: STRUCTURE AND FUNCTIONS OF THE U.S. GOVERNMENT (DAYS 56 – 90)

This unit explains the structures and functions of the US federal government branches. It begins with an examination of the legislative branch, including the Constitutional basis for its creation, as well its powers. The next lesson covers the Constitutional powers given to the executive branch, along with an explanation of the responsibilities of US president. The third lesson in this unit discusses the judicial branch of our government, including an explanation of the Supreme Court and our federal court system. Finally, you will learn about the American legal system and different types of law in the country, including case studies of landmark court cases that examine the role of law enforcement and the rights of the accused in matters of criminal law.

Lesson/*Florida Standards*	**Lesson Objective**
The Legislative Branch *SS.7.C.3.3, SS.7.C.3.8, SS.7.C.3.9, LAFS.68.RH.1.3*	Explain the structure and function of the U.S. Congress.
The Executive Branch *SS.7.C.3.3, SS.7.C.3.8, SS.7.C.3.12*	Explain the structure and function of the executive branch of the U.S. federal government.
The Judicial Branch *SS.7.C.3.3, SS.7.C.3.8, SS.7.C.3.11, SS.7.C.3.12*	Explain the structure and function of the federal judicial system.
The Legal System *SS.7.C.3.10, SS.7.C.3.12*	Describe the roles of law enforcement and the courts in the U.S. legal system.
Unit Activity *SS.7.C.2.6, LAFS.68.RH.1.3*	Analyze situations to determine the constitutional rights or process that must be respected.

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Florida M/J Civics, Semester B

Florida Course Code: 2106010 Credits: 0.5

Course Overview and Goals

Florida M/J Civics is a course that offers 100% alignment to the Florida Standards for Civics. The course includes a variety of unit and lesson activities that examine the history, geography, culture, and economy of the state that encourage research and reflection. Florida M/J Civics Semester B offers three units that cover topics including the American federal system, political parties and the election process, basic economic principles, and current matters regarding national and international economics. In Semester B, you will also examine the American political landscape, including voting and election process and evaluate local and national political figures. You will also compare and contrast the different levels of state and local governments, investigate current health-related public policies, and plan a community service project to address a local need. Finally, you will learn about the interconnected global economy and America's role in it, as well as plan and evaluate a personal financial budget.

By the end of this course, you will be able to do the following:

- Describe how power is distributed between state and federal governments.
- Explain the roles and functions of state and local governments.
- Understand the structure of the federal bureaucracy and how domestic policy is made.
- Explain how U.S. foreign policy is made and understand the role the United States has played in world affairs over time.
- Plan a service project that addresses a local community need.
- Explain the U.S. election process.
- Describe the ways voters and government might be influenced.
- Synthesize knowledge about elections to organize an election/political campaign and understand the important parts of the process.
- Define key economic concepts.
- Explain how the U.S. economy works and the ways in which the U.S. government is involved in the economy.
- Define key concepts in international economics.
- Utilize economic understanding to create a budget.

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Scope and Sequence

This document outlines the design of Florida M/J Civics Semester B, as well as the coverage of the Florida Standards for Civics within the course.

CPALMS: Florida Standards for Civics

UNIT 1: THE FEDERAL SYSTEM (DAYS 1 – 34)

In this unit, you will learn about structure of the American system of federalism, including an examination of the relationship between the central federal government and individual state governments. In addition, you will also read about the structures of state and local governments, including how powers are distributed and shared between each level. You will also explore how and why the national government sets domestic policy, including how the government regulates areas such as banking and finance and how it manages natural resources, healthcare, and law enforcement. Finally, the unit examines the US approach to foreign policy, including how the government works with other countries and international organizations to settle global issues.

Lesson/*Florida Standards*	**Lesson Objective**
State and Local Governments *SS.7.C.3.9, SS.7.C.3.1, SS.7.C.3.14, LAFS.68.RH.1.3*	Explain the roles and functions of state and local governments.
The Bureaucracy and Domestic Policy *SS.7.C.3.8, SS.7.C.3.9, SS.7.C.4.1*	Understand the structure of the federal bureaucracy and how domestic policy is made.
Foreign Policy *SS.7.C.3.8, SS.7.C.4.1, SS.7.C.4.2, SS.7.C.4.3, SS.7.C.2.13*	Explain how U.S. foreign policy is made and understand the role the United States has played in world affairs over time.
Unit Activity *SS.7.C.2.3, SS.7.C.2.12, SS.7.C.2.13, SS.7.C.2.14, HE.7.P.8.2, LAFS.68.WHST.1.1, LAFS.68.WHST.3.7, LAFS.68.WHST.3.8, MAFS.K12.MP.1.1*	Plan a service project that addresses a local community need.

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UNIT 2: THE AMERICAN POLITICAL SYSTEM (DAYS 35 – 61)

Unit 2 focuses on the history and evolution of American politics since the beginning of our nation. It includes an explanation of the major political parties in the country, including a discussion of how these parties formed and how their platforms have changed over time. In this unit, you will also receive a thorough explanation of political elections. You will learn about different types of elections, the nomination process, the voting process, and the role of the Electoral College in determining who will be president. Finally, the unit discusses role of the media and interest groups on informing and influencing public opinion in the country. This unit ends with an activity in which you will research and evaluate local political candidates or leaders and compare your political ideas to those of these individuals.

Lesson/*Florida Standards*	**Lesson Objective**
Political Parties *SS.7.C.2.8*	Describe types of political parties and analyze their role in the U.S. political process.
Elections *SS.7.C.2.9, SS.7.C.3.12, LAFS.68.RH.1.3*	Explain the U.S. election process.
Public Opinion, the Media, and Interest Groups *SS.7.C.2.10, SS.7.C.2.11, LAFS.68.RH.2.6, LAFS.68.RH.3.8*	Describe the ways voters and government might be influenced.
Unit Activity *SS.7.C.2.7, SS.7.C.2.9, LAFS.68.WHST.2.4*	Synthesize knowledge about elections to organize an election/political campaign and understand the important parts of the process.

UNIT 3: THE AMERICAN ECONOMIC SYSTEM (DAYS 62 – 90)

This unit explains our country's place in an ever-changing, 21st-century globalized and economy. It begins with an introduction to basic economic concepts before examining the specifics of the US economy, including a discussion of business, banking, and the government's role in maintaining and regulating the economic health of the nation. The unit also describes concepts related to international trade and how the country's economy and economic performance compares to that of other nations around the world. Finally, you will take the ideas and skills that you have learned throughout the lesson to create a personal budget based on an occupation and location of your choosing.

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Lesson/*Florida Standards*	**Lesson Objective**
Basic Economic Principles *SS.7.E.1.1, SS.7.E.1.3, SS.7.E.1.5, SS.7.E.2.4*	Define key economic concepts.
The U.S. Economy at Work *SS.7.E.1.2, SS.7.E.1.4, SS.7.E.2.1, SS.7.E.2.2, SS.7.E.2.3, SS.7.E.2.5*	Explain how the U.S. economy works and the ways in which the U.S. government is involved in the economy.
The United States and the Global Economy *SS.7.E.2.5, SS.7.E.3.1, SS.7.E.3.2, SS.7.E.3.3, SS.7.E.3.4*	Define key concepts in international economics.
Unit Activity *SS.7.E.1.6, SS.7.E.1.5, LAFS.68.WHST.1.2, MAFS.K12.MP.6.1*	Utilize economic understanding to create a budget.

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Syllabus

Florida Biology, Semester A

Course Overview

Florida Biology, Semester A, is a single-semester course designed to develop and enrich your knowledge in several core areas of biology. You will study cells, organs and organ systems, and heredity. This course consists of three units. In the first unit, you'll broaden your understanding of the nature of science and examine cell theory and cellular processes. In the next unit, you will explore how human body systems function and interact. In the final unit of this course, you'll study the role of cell division in an organism's growth and development and learn more about heredity and genetics, including genetic mutations and inheritance patterns. You will also have the option to learn more about biology through augmented reality and the use of the Edmentum AR Biology app on your mobile device.

Course Goals

By the end of this course, you will be able to do the following:

- Use the scientific method to investigate a biology question.
- Explain how atoms combine to form larger molecules that are necessary for various biological functions.
- Explain how different proteins produced by a cell carry out critical life functions through systems of specialized cells.
- Explain the working of different body systems using models.
- Conduct experiments to study the effect of exercise on muscles and heart rate and the effectiveness of enzymes under different conditions.
- Use a model to illustrate the role of mitosis and meiosis in producing and maintaining complex organisms.
- Make and defend a claim based on evidence that inheritable genetic variations may result from genetic mutations.
- Develop genetic models to calculate the probability of expressed traits in a population over several generations.
- Use statistics and probability to calculate variation and distribution of expressed traits in a population.

General Skills

To participate in this course, you should be able to do the following:

- Complete basic operations with word processing software, such as Microsoft Word or Google Docs.
- Understand the basics of spreadsheet software, such as Microsoft Excel or Google Spreadsheets, but having prior computing experience is not necessary.
- Perform online research using various search engines and library databases.
- Communicate through email and participate in discussion boards.

For a complete list of general skills that are required for participation in online courses, refer to the Prerequisites section of the Student Orientation, found at the beginning of this course.

Credit Value

Florida Biology, Semester A, is a 0.5 credit course.

Course Materials

- notebook
- computer with Internet connection and speakers or headphones
- Microsoft Word or equivalent
- Microsoft Excel or equivalent
- (optional) mobile device with Edmentum AR Biology app downloaded

Course Pacing Guide

This course description and pacing guide is intended to help you keep on schedule with your work. Note that your course instructor may modify the schedule to meet the specific needs of your class.

Unit 1: Cells

Summary

In this unit, you'll practice using the scientific method to investigate scientific questions. Then you'll examine the nature of scientific knowledge, including scientific hypotheses, theories, and laws. You'll explore the foundational concepts of biochemistry. You'll learn to use a compound microscope and describe the vital importance of water in biology. You'll also explore the differences between the two types of cells: prokaryotic and

eukaryotic. Toward the end of the unit, you'll develop and explain a scientific argument supporting or opposing the view that AIDS currently meets the definition of a pandemic.

Day	**Activity**/*Objective*	Type
1 day: 1	**Syllabus and Student Orientation** *Review the Student Orientation and Course Syllabus at the beginning of this course.*	Course Orientation
3 days: 2–4	**Introduction to Biology** *Use the scientific method to investigate a biology question.*	Lesson
3 days: 5–7	**Scientific Theories and Laws** *Explain the nature of scientific theories and laws.*	Lesson
3 days: 8–10	**Introduction to Biochemistry** *Explain how atoms combine to form larger molecules that have various biological functions.*	Lesson
3 days: 11–13	**The Importance of Water** *Describe the properties of water that make it an essential molecule of life.*	Course Activity
3 days: 14–16	**Using a Microscope** *Use a compound microscope to investigate structures of different organisms.*	Course Activity
3 days: 17–19	**Cells: The Basic Units of Life** *Explain cell theory and the differences between prokaryotic and eukaryotic cells.*	Lesson
4 days: 20–23	**The AIDS Epidemic** *Construct and present a scientific argument supporting or opposing the view that AIDS currently meets the definition of a pandemic.*	Course Activity
3 days: 24–26	**Cell Processes and Transport** *Explain how different proteins produced by a cell carry out critical life functions through systems of specialized cells.*	Lesson
4 days: 27–30	**Unit Activity and Discussion—Unit 1**	Unit Activity/ Discussion

Day	**Activity**/*Objective*	Type
1 day: 31	**Posttest—Unit 1**	Assessment

Unit 2: Organ Systems

Summary

In this unit, you'll develop models to explain the functioning of the nervous, circulatory, respiratory, integumentary, immune, lymph, endocrine, and human reproductive systems. You'll study the effects of exercise on muscles and heart rate and investigate the effectiveness of enzymes under different conditions.

Day	**Activity**/*Objective*	Type
4 days: 32–35	**The Nervous System** *Develop and use a model to show how the nervous system processes and responds to stimuli from all other body systems.*	Lesson
4 days: 36–39	**The Effects of Exercise on Muscles and Heart Rate** *Plan and conduct an investigation to explain how exercise affects heart rate and muscle activity.*	Course Activity
4 days: 40–43	**The Respiratory and Circulatory Systems** *Develop a model to show how the circulatory and respiratory systems work together to provide oxygen to the body.*	Lesson
4 days: 44–47	**Enzymes** *Conduct an investigation that tests the effectiveness of an enzyme under different conditions.*	Course Activity
4 days: 48–51	**The Integumentary, Immune, Lymph, and Endocrine Systems** *Use models to explain how the integumentary, immune, lymph, and endocrine systems regulate the body and maintain homeostasis.*	Lesson

Day	**Activity**/*Objective*	Type
4 days: 52–55	**Human Reproduction and Development** *Use models to explain how human reproduction is controlled by anatomical and biochemical processes.*	Lesson
4 days: 56–59	**Unit Activity and Discussion—Unit 2** *Includes an Augmented Reality exploration: Frog Dissection*	Unit Activity with AR/ Discussion
1 day: 60	**Posttest—Unit 2**	Assessment

Unit 3: Heredity

Summary

This unit delves into the roles of mitosis, meiosis, DNA, and chromosomes in an organism's growth and development. You'll present supporting materials to answer questions based on the search for a cancer cure. Toward the end of this unit, you'll use genetic models, statistics, and probability to learn more about inheritance patterns.

Day	**Activity**/*Objective*	Type
4 days: 61–64	**Mitosis and Meiosis** *Use a model to illustrate the role of mitosis and meiosis in producing and maintaining complex organisms.*	Lesson
3 days: 65–67	**Genes: The Heredity Code** *Ask questions to clarify relationships about the role of DNA and chromosomes in passing traits from parents to offspring.*	Lesson
4 days: 68–71	**The Cure for Cancer** *Present evidence to answer questions about the search for a cancer cure.*	Course Activity
4 days: 72–75	**Genetic Mutations** *Make and defend a claim based on evidence that inheritable genetic variations may result from genetic mutations.*	Lesson
4 days: 76–79	**Genetic Models** *Develop genetic models to calculate the probability of expressed traits in a population over several generations.*	Course Activity

Day	Activity/*Objective*	Type
4 days: 80–83	**Inheritance Patterns and Genetic Research** *Use statistics and probability to calculate variation and distribution of expressed traits in a population.*	Lesson
4 days: 84–87	**Unit Activity and Discussion—Unit 3**	Unit Activity/ Discussion
1 day: 88	**Posttest—Unit 3**	Assessment
1 day: 89	**Semester Review**	
1 day: 90	**End-of-Semester Test**	Assessment

Syllabus

Florida Biology, Semester B

Course Overview

Florida Biology, Semester B, is a single-semester course designed to complete your introduction to the fundamental concepts and branches of biology. This course includes lessons in which you will learn to classify organisms based on their characteristics. You'll study the effect of environmental changes on the evolution of different species over time. In addition, you will explore how energy is conserved in different ecosystems, study factors that affect the biodiversity of an ecosystem, and choose an appropriate solution to solve a biodiversity problem. You will also have the option to learn more about biology through augmented reality and the use of the Edmentum AR Biology app on your mobile device.

Course Goals

By the end of this course, you will be able to do the following:

- Explain the major characteristics of archaebacteria, bacteria, and protists.
- Compare and contrast the characteristics and biological processes of plants and fungi.
- Evaluate the effects of evolutionary mechanisms on the characteristics of current and extinct species.
- Design a simulation that shows how a change in the environment influences the selection of favorable traits in a population.
- Identify basic trends in hominid evolution from early ancestors six million years ago to modern humans.
- Develop a model to show how photosynthesis and cellular respiration transform and use energy.
- Communicate the costs and benefits of renewable and nonrenewable energy resources to an audience of peers.
- Analyze evidence of the effects of environmental changes on relationships in an ecosystem.
- Use evidence and scientific reasoning to choose the best solution to a biodiversity problem.

General Skills

To participate in this course, you should be able to do the following:

- Complete basic operations with word processing software, such as Microsoft Word or Google Docs.
- Understand the basics of spreadsheet software, such as Microsoft Excel or Google Spreadsheets, but having prior computing experience is not necessary.
- Perform online research using various search engines and library databases.
- Communicate through email and participate in discussion boards.

For a complete list of general skills that are required for participation in online courses, refer to the Prerequisites section of the Student Orientation, found at the beginning of this course.

Credit Value

Florida Biology, Semester B, is a 0.5 credit course.

Course Materials

- notebook
- computer with Internet connection and speakers or headphones
- Microsoft Word or equivalent
- Microsoft Excel or equivalent
- (optional) mobile device with Edmentum AR Biology app downloaded

Course Pacing Guide

This course description and pacing guide is intended to help you keep on schedule with your work. Note that your course instructor may modify the schedule to meet the specific needs of your class.

Unit 1: Organization of Organisms

Summary

At the beginning of this unit, you will classify insects based on their physical and developmental characteristics. Then you'll study and compare the basic characteristics of bacteria, protists, plants, and animals.

Day	Activity/*Objective*	Type
1 day: 1	**Syllabus and Student Orientation** *Review the Student Orientation and Course Syllabus at the beginning of this course.*	Course Orientation
2 days: 2–3	**Classifying Organisms** *Classify insects based on their physical and developmental characteristics. Includes an Augmented Reality exploration.*	Course Activity with AR
3 days: 4–6	**Bacteria and Protists** *Explain the major characteristics of archaebacteria, bacteria, and protists.*	Lesson
3 days: 7–9	**Plants and Fungi** *Compare and contrast the characteristics and biological processes of plants and fungi.*	Lesson
3 days: 10–12	**Animals** *Compare and contrast the characteristics and biological processes of invertebrates and vertebrates.*	Lesson
4 days: 13–16	**Unit Activity and Discussion—Unit 1**	Unit Activity/ Discussion
1 day: 17	**Posttest—Unit 1**	Assessment

Unit 2: Evolution

Summary

In this unit, you'll explore the process of evolution and design a simulation to show adaptations in a changing environment. You'll explain how genetic variation, natural selection, and environment lead to adaptations in organisms. You'll also explore early hominid evolution and show how environmental changes affect a species over time.

Day	Activity/*Objective*	Type
2 days: 18–19	**The Process of Evolution** *Evaluate the effects of evolutionary mechanisms on the characteristics of current and extinct species.*	Lesson

Day	**Activity**/*Objective*	Type
4 days: 20–23	**Adaptations in a Changing Environment** *Design a simulation that shows how a change in the environment influences the selection of desired traits in a population.*	Course Activity
3 days: 24–26	**Natural Selection** *Explain how genetic variation, natural selection, and environment lead to adaptations in organisms.*	Lesson
3 days: 27–29	**Early Hominid Evolution** *Identify basic trends in hominid evolution from early ancestors six million years ago to modern humans.*	Course Activity
4 days: 30–33	**Artificial Selection and the English Bulldog** *Use the genetic data of the English bulldog to construct a written argument for the long-term viability of the breed.*	Course Activity
3 days: 34–36	**Environmental Impacts on Evolution** *Use evidence to show that changes in the environment may result in changes in a species over time.*	Lesson
4 days: 37–40	**Unit Activity and Discussion—Unit 2**	Unit Activity/ Discussion
1 day: 41	**Posttest—Unit 2**	Assessment

Unit 3: Energy Use and Organisms

Summary
You will explain conservation of energy as it relates to living things and different ecosystems. You'll develop models to study photosynthesis and cellular respiration and explore the relationship between aerobic and anaerobic respiration. You'll also study why the human body needs micro- and macronutrients. Then, you will explain the costs and benefits of renewable and nonrenewable energy resources to an audience of peers.

Day	**Activity**/*Objective*	Type
2 days: 42–43	**Introduction to Energy** *Explain conservation of energy as it relates to living things and different ecosystems.*	Lesson
3 days: 44–46	**Photosynthesis and Cellular Respiration** *Develop a model to show how photosynthesis and cellular respiration transform and use energy.*	Lesson
3 days: 47–49	**Aerobic and Anaerobic Respiration** *Use the results of an experiment to explain the relationship between aerobic and anaerobic respiration. Includes an Augmented Reality exploration.*	Course Activity with AR
3 days: 50–52	**Macronutrients and Micronutrients** *Explain why the human body needs macronutrients and micronutrients to support homeostasis and the use of energy.*	Lesson
3 days: 53–55	**Biology Research Project** *Communicate the costs and benefits of renewable and nonrenewable energy resources to an audience of peers.*	Course Activity
4 days: 56–59	**Unit Activity and Discussion—Unit 3**	Unit Activity/ Discussion
1 day: 60	**Posttest—Unit 3**	Assessment

Unit 4: The Interdependence of Ecosystems

Summary
In this unit, you'll explore how the cycling of matter and energy interacts with biological processes. You'll examine the effects of environmental changes on relationships in an ecosystem. You'll develop a model to show the flow of energy in an aquatic ecosystem and explain how changes in the environment affect the competition for resources. You will learn about the factors that affect the carrying capacity and biodiversity of an ecosystem. You'll create a simulation to test a solution for a biodiversity problem and use scientific reasoning to choose the best solution to a biodiversity problem.

Day	**Activity**/*Objective*	Type
3 days: 61–63	**Cycles in Ecosystems** *Explain how the cycling of matter and energy interacts with biological processes.*	Lesson
3 days: 64–66	**Relationships in Ecosystems** *Analyze evidence of the effects of environmental changes on relationships in an ecosystem.*	Lesson
4 days: 67–70	**Competition in Aquatic Ecosystems** *Develop a model of the flow of energy in an aquatic ecosystem and show how an environmental change affects competition of resources.*	Course Activity
3 days: 71–73	**The Carrying Capacity of Ecosystems** *Use mathematics to explain the factors that affect carrying capacity of ecosystems at different scales.*	Lesson
3 days: 74–76	**Factors That Affect Biodiversity** *Use evidence to explain how a change affects biodiversity of an ecosystem.*	Lesson
4 days: 77–80	**Solving a Biodiversity Problem** *Create a simulation to test a solution that could relieve harmful impacts of human activity on biodiversity.*	Course Activity
3 days: 81–83	**Conserving Biodiversity** *Use evidence and scientific reasoning to choose the best solution to a biodiversity problem.*	Lesson
4 days: 84–87	**Unit Activity and Discussion—Unit 4**	Unit Activity/ Discussion
1 day: 88	**Posttest—Unit 4**	Assessment
1 day: 89	**Semester Review**	
1 day: 90	**End-of-Semester Test**	Assessment

Syllabus

Florida M/J Language Arts 3, Semester A

Course Overview

English is the study of the creation and analysis of literature written in the English language. In Florida M/J Language Arts 3, Semester A, you will first explore literary features of diaries, memoirs, informative essays, and fictional narratives. In the second unit, you will improve your writing by using persuasive writing techniques. You will also compare literature and poetry adapted for different mediums. You will evaluate story characters and give multimedia presentations. Later, you will analyze informational texts to understand the history of the Civil War. In the final unit of the course, you will analyze literary elements such as point of view, conflict, theme, structure, and setting.

Course Goals

By the end of this course, you will be able to do the following:

- Describe the features of written forms of literature, such as diaries, memoirs, informative essays, and fictional narratives.
- Analyze stage directions and dialogue in a drama.
- Evaluate the main characters in a short story.
- Examine key elements of creating and delivering successful multimedia presentations.
- Interpret a film adaptation.
- Determine the main idea and point of view in Civil War texts.
- Investigate connections and distinctions between important Civil War events.
- Identify the impact of word choice and structure in stories with plot twists.
- Investigate approaches for writing argumentative essays about works of fiction.

General Skills

To participate in this course, you should be able to do the following:

- Complete basic operations with word-processing software, such as Microsoft Word or Google Docs.
- Complete basic operations with presentation software, such as Microsoft PowerPoint or Google Docs presentation.
- Perform online research using various search engines and library databases.
- Communicate through email and participate in discussion boards.

For a complete list of general skills that are required for participation in online courses, refer to the Prerequisites section of the Student Orientation, found at the beginning of this course.

Credit Value

Florida M/J Language Arts 3, Semester A, is a 0.5-credit course.

Course Materials

- Notebook
- Pencil or ink pen
- Computer with internet connection and speakers or headphones
- Microsoft Word or equivalent
- Microsoft PowerPoint or equivalent

Some course readings may require a visit to your school library or public library.

Course Pacing Guide

This course description and pacing guide is intended to help you keep on schedule with your work. Note that your course instructor may modify the schedule to meet the specific needs of your class.

Unit 1: How Can You Benefit from Written Communication?

Summary

The first unit will introduce you to different forms of literary writing, beginning with a lesson on diaries. You will look at examples of famous diaries and practice keeping your own diary. You will then identify point of view and theme in Frederick Douglass's memoir *Narrative of the Life of Frederick Douglass, an American Slave*. You will also examine the characteristics of informative essays and investigate purpose in fictional narratives and study techniques for reading them. In the final lesson of this unit, you will explore the process of creating a narrative.

Day	Activity/Objective	Type
1 day: 1	**Syllabus and Student Orientation** *Review the Student Orientation and Course Syllabus at the beginning of this course.*	Course Orientation

Day	Activity/Objective	Type
3 days: 2–4	**Dear Diary: Writing for Yourself** *Review examples of famous diaries, and practice keeping your own diary.*	Lesson
3 days: 5–7	**Memoirs** *Identify point of view and theme in Frederick Douglass's Narrative of the Life of Frederick Douglass, an American Slave.*	Lesson
3 days: 8–10	**Writing Informative Essays** *List the characteristics of informative essays.*	Lesson
3 days: 11–13	**Reading Fictional Narratives** *Investigate purpose in fictional narratives and study techniques for reading them.*	Lesson
3 days: 14–16	**Writing Narratives** *Explore the process of creating a narrative.*	Lesson
3 days: 17–19	**Unit Activity and Discussion—Unit 1**	Unit Activity/ Discussion
1 day: 20	**Posttest—Unit 1**	Assessment

Unit 2: How Does Communication Style Affect Your Understanding?

Summary

In this unit, you will analyze literary works presented in different mediums. You will first explore the elements of drama in Susan Glaspell's *Trifles* and then evaluate the characters in Glaspell's short story "A Jury of Her Peers," an adaptation of *Trifles*. Later, you will examine the main features of creating and delivering successful multimedia presentations. You will also investigate and interpret a film adaptation of Sir Arthur Conan Doyle's "The Adventure of the Speckled Band." Then, you will examine techniques for delivering a dramatic reading of poems such as Lewis Carroll's "Jabberwocky," Robert Frost's "Design," and William Blake's "The Chimney Sweeper." At the end of the unit, you will investigate personal identity and role models and explore strategies for communicating effectively.

Day	Activity/Objective	Type
3 days: 21–23	**Elements of Drama: *Trifles*** *Determine the relationship between stage directions and dialogue in Susan Glaspell's play* Trifles.	Lesson
3 days: 24–26	**Character Study: "A Jury of Her Peers"** *Evaluate the main characters in Susan Glaspell's short story "A Jury of Her Peers," an adaptation of her play* Trifles.	Lesson
3 days: 27–29	**Giving Multimedia Presentations** *Examine key elements of creating and delivering successful multimedia presentations.*	Lesson
3 days: 30–32	**Film Adaptations** *Investigate and interpret a film adaptation of Sir Arthur Conan Doyle's "The Adventure of the Speckled Band."*	Lesson
3 days: 33–35	**Performing Poetry: Dramatic Readings** *Examine techniques for delivering a dramatic reading of a poem.*	Lesson
2 days: 36–37	**Personal Identity and Role Models** • *Identify a positive role model and explain how such role models can be beneficial.* • *List and describe 20 personal, professional, and other goals.* • *Identify expectations and stereotypes that affect students and compare these expectations to their own goals.* • *Use visualization to create positive images about their future.*	Lesson
2 days: 38–39	**Strategies for Effective Communication** *Learn how to build and maintain healthy relationships through communication.*	Lesson
3 days: 40–42	**Unit Activity and Discussion—Unit 2**	Unit Activity/ Discussion
1 day: 43	**Posttest—Unit 2**	Assessment

Unit 3: How Can You Make Peace with Conflict?

Summary
This unit focuses on informational texts related to the Civil War. First, you will explore the main idea and point of view in Abraham Lincoln's two inaugural speeches and Jefferson Davis's first inaugural speech. Next, you will analyze arguments for and against states' rights in Civil War documents. Later, you will investigate connections and distinctions between important Civil War events. Finally, you will explore the main features of persuasive essays and examine the process of preparing for and participating in a debate.

Day	Activity/Objective	Type
1 day: 44	**The Constitution and Bill of Rights** *Consider how the Constitution and Bill of Rights affect Americans today, focusing on how voting rights have changed throughout our nation's history.*	Course Activity
4 days: 45–48	**Determining Main Idea and Point of View** *Determine the main idea and point of view in Civil War texts.*	Lesson
4 days: 49–52	**Analyzing Arguments in Documents** *Examine arguments and evidence presented for and against states' rights in Civil War–era inaugural speeches.*	Lesson
4 days: 53–56	**Researching a Persuasive Argument** *Investigate connections and distinctions between important Civil War events.*	Lesson
4 days: 57–60	**Writing a Persuasive Argument** *Identify the characteristics of persuasive essays.*	Lesson
4 days: 61–64	**Debating an Argument** *Examine the process of preparing for and participating in a debate.*	Lesson
3 days: 65–67	**Unit Activity and Discussion—Unit 3**	Unit Activity/ Discussion
1 day: 68	**Posttest—Unit 3**	Assessment

Unit 4: How Do You Analyze Internal and External Struggles?

Summary
This unit focuses on internal and external struggles. First, you will evaluate point of view and structure in Amy Tan's "Rules of the Game" and Edgar Allan Poe's "The Tell-Tale Heart." Then, you will investigate the impact of word choice and structure in stories with plot twists. Next, you will examine theme and setting in Stephen Crane's "An Episode of War." Finally, you will investigate approaches for writing argumentative essays about works of fiction.

Day	Activity/Objective	Type
4 days: 69–72	**Point of View and Conflict with the Self in Short Stories** *Evaluate point of view and structure in Amy Tan's "Rules of the Game" and Edgar Allan Poe's "The Tell-Tale Heart."*	Lesson
4 days: 73–76	**Word Choice and Stories with Plot Twists** *Identify the impact of word choice and structure in stories with plot twists.*	Lesson
4 days: 77–80	**Theme, Setting, and Cultural Conflict in Short Stories** *Examine theme and setting in Stephen Crane's "An Episode of War."*	Lesson
4 days: 81–84	**Writing about Short Fiction** *Investigate approaches for writing argumentative essays about works of fiction.*	Lesson
3 days: 85–87	**Unit Activity and Discussion—Unit 4**	Unit Activity/ Discussion
1 day: 88	**Posttest—Unit 4**	Assessment
1 day: 89	**End-of-Semester Review**	
1 day: 90	**End-of-Semester Test**	Assessment

Syllabus

Florida M/J Language Arts 3, Semester B

Course Overview

English is the study of the creation and analysis of literature written in the English language. In Florida M/J Language Arts 3, Semester B, you will first analyze informative essays to explore what they reveal about the process of growing up. You will identify strategies for attaining and maintaining mental and emotional health. In the second unit, you will analyze elements of poetry, such as theme, structure, meter, language, and sound techniques. In the third unit, you will read novels and analyze their literary elements and their use of literary devices. In the final unit of the course, you will reflect upon and evaluate aspects of your past, present, and future while reading Charles Dickens's *A Christmas Carol*.

Course Goals

By the end of this course, you will be able to do the following:

- Identify the main idea and supporting evidence in informative essays.
- Use writing techniques for writing your own short memoir.
- Explain the impact of alcohol, tobacco, and other drug use on one's behavior, brain chemistry, and ability to function.
- Describe the language and sound techniques used to compose a poem.
- Prepare and revise a persuasive essay on a topic related to poetry.
- Explain how novelists add meaning to their works by referencing other pieces of literature.
- Describe themes and symbolism in novels.
- Reflect upon and evaluate aspects of your past, present, and future life as a student while reading Charles Dickens's *A Christmas Carol*.

General Skills

To participate in this course, you should be able to do the following:

- Complete basic operations with word-processing software, such as Microsoft Word or Google Docs.
- Complete basic operations with presentation software, such as Microsoft PowerPoint or Google Docs presentation.
- Perform online research using various search engines and library databases.
- Communicate through email and participate in discussion boards.

For a complete list of general skills that are required for participation in online courses, refer to the Prerequisites section of the Student Orientation, found at the beginning of this course.

Credit Value

Florida M/J Language Arts 3, Semester B, is a 0.5-credit course.

Course Materials

- Notebook
- Pencil or ink pen
- Computer with internet connection and speakers or headphones
- Microsoft Word or equivalent
- Microsoft PowerPoint or equivalent

Some course readings may require a visit to your school library or public library.

Course Pacing Guide

This course description and pacing guide is intended to help you keep on schedule with your work. Note that your course instructor may modify the schedule to meet the specific needs of your class.

Unit 1: How Do Your Mind and Body Change as You Grow?

Summary

In the first unit, you will analyze the changes the adolescents' minds and bodies go through. You will read informative essays about body image and develop your own personal narrative. As you read, you will apply skills relevant to reading informative essays, such as identifying the main idea and supporting evidence and analyzing structure, technical meaning, and reasoning. You will explore techniques for writing your own short memoir and examine the benefits of peer review. Finally, you will explore disease prevention; the ill effects of alcohol, tobacco and drugs; and mental and emotional health.

Day	Activity/Objective	Type
1 day: 1	**Syllabus and Student Orientation** *Review the Student Orientation and Course Syllabus at the beginning of this course.*	Course Orientation

Day	Activity/Objective	Type
2 days: 2–3	**Growing Up: Maintaining a Healthy Body Image** *Identify the main idea and supporting evidence in informative essays.*	Lesson
3 days: 4–6	**The Ups and Downs of Adolescence** *Analyze structure and technical meaning in texts about the role hormonal and chemical changes in the body have on mood.*	Lesson
3 days: 7–9	**Effects of Screen Time on Adolescent Development** *Evaluate structure and reasoning in texts about screen time usage in adolescent development.*	Lesson
3 days: 10–12	**Documenting Change: Memoirs Revisited** *Explore techniques for writing your own short memoir and examine the benefits of peer review.*	Lesson
2 days: 13–14	**Immunity and Preventing Disease** *Discuss the pathophysiology of disease and the immune response.*	Lesson
2 days: 15–16	**Health Effects of Using Alcohol, Tobacco, and Other Drugs** *Explain the impact of alcohol, tobacco, and other drug use on one's behavior, brain chemistry, and ability to function.*	Lesson
2 days: 17–18	**Maintaining Your Mental and Emotional Health** *Identify sources of help for mental and emotional health issues and construct strategies for attaining and maintaining mental and emotional health.*	Lesson
1 day: 19	**Marketing and Your Health**	Course Activity
3 days: 20–22	**Unit Activity and Discussion—Unit 1**	Unit Activity/ Discussion
1 day: 23	**Posttest—Unit 1**	Assessment

Unit 2: How Can You Change Your Perspective?

Summary

This unit focuses on poetry. You will first investigate the theme and structure in Robert Frost's poem "The Road Not Taken." Then you will analyze the impact of meter and punctuation in Emily Dickinson's "I'm Nobody! Who Are You?" Later, you will explore the

language and sound techniques used to compose a poem. Finally, you will prepare and revise a persuasive essay on a topic related to poetry.

Day	Activity/Objective	Type
5 days: 24–28	**Decision Making, Theme, and Structure in Poetry** *Investigate theme and structure in Robert Frost's poem "The Road Not Taken."*	Lesson
5 days: 29–33	**Meter, Punctuation, and Self-Understanding in Poetry** *Analyze the impact of meter and punctuation in Emily Dickinson's poem "I'm Nobody! Who Are You?"*	Lesson
4 days: 34–37	**An Introduction to Poetry Writing** *Explore the language and sound techniques used to compose a poem.*	Lesson
4 days: 38–41	**Writing Persuasively about Poetry** *Prepare and revise a persuasive essay on a topic related to poetry.*	Lesson
3 days: 42–44	**Unit Activity and Discussion—Unit 2**	Unit Activity/ Discussion
1 day: 45	**Posttest—Unit 2**	Assessment

Unit 3: Who Are You?

Summary

In this unit, you will explore literary elements of novels, such as character, setting, conflict, and theme. You will also explore how novelists use reference from other piece of literature to enhance meaning of their work. Then, you will examine the use of symbols in novels. Finally, you will write an argumentative essay exploring how you relate to the characters in the novel.

Day	Activity/Objective	Type
4 days: 46–49	**Characters and Setting in Novels** *Identify the characters and setting in novels.*	Lesson
3 days: 50–52	**How Novelists Reference Other Works** *Explore how novelists add meaning to their works by referencing other pieces of literature.*	Lesson
4 days: 53–56	**Key Conflicts in Novels** *Examine key conflicts in novels.*	Lesson

Day	Activity/Objective	Type
4 days: 57–60	**Themes and Symbols in Novels** *Investigate themes and symbolism in novels.*	Lesson
4 days: 61–64	**Writing about Characters in Novels** *Explore how you relate to the characters in a novel by writing an argumentative essay.*	Lesson
3 days: 65–67	**Unit Activity and Discussion—Unit 3**	Unit Activity/ Discussion
1 day: 68	**Posttest—Unit 3**	Assessment

Unit 4: Who Do You Want to Be?

Summary

This unit focuses on Charles Dickens's narrative approach about the past, present, and future in *A Christmas Carol*. You will first read the novel and evaluate your identity as a student. Then, you will reflect upon your past, present, and future reading, study, and writing habits.

Day	Activity/Objective	Type
5 days: 69–73	**Who You Were: Learning from Your Past** *Examine Charles Dickens's narrative approach to considering one's past in* A Christmas Carol *and apply that type of self-exploration to an investigation of your past study, reading, and writing habits.*	Lesson
4 days: 74–77	**Who You Are: Assessing Your Present** *Explore Charles Dickens's narrative approach to assessing one's present in* A Christmas Carol *and reflect on your current identity as a student.*	Lesson
3 days: 78–80	**Who You Will Be: Predicting Your Future** *Analyze Charles Dickens' narrative approach to predicting one's future behavior in* A Christmas Carol*.*	Lesson
4 days: 81–84	**Who You Want to Be: Shaping Your Identity** *Investigate Charles Dickens's narrative approach to shaping one's own identity in* A Christmas Carol *and brainstorm ways that you can change your behavior to become the type of student you want to be.*	Lesson

Day	Activity/Objective	Type
3 days: 85–87	**Unit Activity and Discussion—Unit 4**	Unit Activity/ Discussion
1 day: 88	**Posttest—Unit 4**	Assessment
1 day: 89	**End-of-Semester Review**	Review
1 day: 90	**End-of-Semester Test**	Assessment

Syllabus

Florida United States History, Semester A

Course Overview

Florida United States History, Semester A, is the study of the events, people, and culture of the United States over time. In this course, you will learn about the process of historical inquiry, review the events and principles behind the founding of the United States, and then apply historical inquiry to analyze societal issues, trends, and events from the Civil War through the Great Depression. You will explore timelines to gain an understanding of how events link to each other and analyze historical documents for a firsthand sense of how events unfolded. You will also gather evidence from relevant documents and historical texts in order to develop credible explanations of events in US history. You will then use that evidence to evaluate change and continuity over time by writing essays and creating presentations about broad periods of historical development.

Course Goals

By the end of this course, you will be able to do the following:

- Examine and describe the reading and writing skills required for writing effective historical essays and use various methods to analyze historical information.
- Characterize the causes and consequences of the Civil War and explain military strategies, battles, and diplomacy during the war.
- Explain the establishment of Jim Crow laws in the South.
- Describe the effects of westward expansion on various communities and the United States as a whole.
- Analyze the ways that industrialization and the great immigration wave transformed US society.
- Discuss the impact of progressives, including their efforts to shape public policies.
- Describe the changing roles of women and African Americans during the Progressive Era and evaluate the rise of US imperialism.
- Analyze the role of the United States in World War I and examine the events surrounding the Treaty of Versailles.
- Characterize the causes and effects of the Great Depression.

General Skills

To participate in this course, you should be able to do the following:

- Complete basic operations with word-processing software, such as Microsoft Word or Google Docs.
- Complete basic operations with presentation software, such as Microsoft PowerPoint or Google Docs presentation.
- Perform online research using various search engines and library databases.
- Communicate through email and participate in discussion boards.

For a complete list of general skills that are required for participation in online courses, refer to the Prerequisites section of the Student Orientation, found at the beginning of this course.

Credit Value

Florida United States History, Semester A, is a 0.5-credit course.

Course Materials

- Notebook
- Pencils or ink pens
- Computer with internet connection and speakers or headphones
- Microsoft Word or equivalent
- Microsoft PowerPoint or equivalent

Some course readings may require a visit to the school library or a public library.

Course Pacing Guide

This course description and pacing guide is intended to help you keep on schedule with your work. Note that your course instructor may modify the schedule to meet the specific needs of your class.

Unit 1: The Historical Process

Summary

In this unit, you will focus on the process involved in the study of history as a subject. You will learn the importance of reading and writing skills to the study of history. Then, you will review how historians gather and interpret historical evidence. Finally, you will use various methods to analyze historical information.

Day	Activity/Objective	Type
1 day: 1	**Syllabus and Student Orientation** *Review the Student Orientation and Course Syllabus at the beginning of this course.*	Course Orientation
3 days: 2–4	**Reading and Writing Essays about History** *Examine and describe the reading and writing skills required for writing effective essays about history.*	Lesson
3 days: 5–7	**Gathering and Interpreting Historical Sources** *Review and describe how historians gather and interpret historical evidence.*	Lesson
2 days: 8–9	**Analyzing Historical Information** *Use a variety of methods to analyze historical information.*	Lesson
5 days: 10–14	**Unit Activity and Discussion—Unit 1**	Unit Activity/ Discussion
1 day: 15	**Posttest—Unit 1**	Assessment

Unit 2: A Union in Crisis

Summary

In this unit, you will focus on the development of the United States before, during, and after the Civil War. You will analyze the causes of the war, explore the battles and events that took place during the war, and examine the impact of the Union's victory, including a discussion of Reconstruction and the fate of freed slaves immediately after the war.

Day	Activity/Objective	Type
3 days: 16–18	**Events Leading to the Civil War** *Characterize the causes and consequences of the Civil War.*	Lesson
3 days: 19–21	**The Civil War: Battles, Strategies, and Effects** *Identify and explain military strategies, battles, and diplomacy during the US Civil War.*	Lesson
3 days: 22–24	**Reconstruction** *Evaluate Reconstruction and its effects in the South.*	Lesson
2 days: 25–26	**The Jim Crow South** *Explain the establishment of Jim Crow laws in the South.*	Lesson
2 days: 27–28	**The Effects of Westward Expansion** *Describe the effects of westward expansion on various communities and the United States as a whole.*	Lesson
5 days: 29–33	**Unit Activity and Discussion—Unit 2**	Unit Activity/ Discussion
1 day: 34	**Posttest—Unit 2**	Assessment

Unit 3: The Rise of a Modern Nation

Summary

This unit focuses on the rapid transformation of the United States in the decades after the Civil War. You will trace the country's evolution due to industrialization, analyze the great immigration wave of the 1800s, examine the origin and principles of the populist movement, and discuss the changing roles of women and African women during the Progressive Era. Finally, you will evaluate the imperialist inclinations of the United States as a growing international power. In two course activities, in this unit, you will examine key events and key people in Florida during the late 1800s as well as during the Spanish American War.

Day	Activity/Objective	Type
2 days: 35–36	**The Industrial Revolution** *Analyze the ways that industrialization transformed US society.*	Lesson
3 days: 37–39	**Immigration in the Late 1800s** *Analyze the great immigration wave of the late 1800s and its effects on US society.*	Lesson

Day	Activity/Objective	Type
5 days: 40–44	**Florida Industrialization and Immigration** *Develop credible explanations of historical events and developments based on reasoned interpretations of evidence and examine key events and key people in Florida during the late 1800s as they relate to US history.*	Course Activity
2 days: 45–46	**The Populist Movement** *Examine the roots and key principles of the populist movement.*	Lesson
2 days: 47–48	**The Progressive Era** *Discuss the impact of progressives, including their efforts to shape public policies.*	Lesson
3 days: 49–51	**Women and African Americans in the Progressive Era** *Describe the changing roles of women and African Americans during the Progressive Era.*	Lesson
2 days: 52–53	**Toward an Imperialist United States** *Evaluate the rise of US imperialism.*	Lesson
5 days: 54–58	**Florida During the Spanish American War** *Develop credible explanations of historical events and developments based on reasoned interpretations of evidence.* *Employ online tools for research and analysis and communicate effectively.* *Examine key events and people in Florida history during the Spanish American War.*	Course Activity
5 days: 59–63	**Unit Activity and Discussion—Unit 3**	Unit Activity/ Discussion
1 day: 64	**Posttest—Unit 3**	Assessment

Unit 4: From War to Recovery

Summary

In this unit, you will focus on the turbulent times in the United States at the beginning of the twentieth century. You will begin by examining the role of the United States in World War I. You will then explore the prosperity of the 1920s, followed by the collapse and hardship of the Great Depression, and analyze the massive government-led effort to come out of the Depression in the 1930s.In a course activity, in this unit, you will examine key events and key people in Florida during the 1920s as they relate to US history.

Day	Activity/Objective	Type
3 days: 65–67	**The US Role in World War I** *Analyze the role of the United States in World War I and examine the events surrounding the Treaty of Versailles.*	Lesson
3 days: 68–70	**The Roaring Twenties** *Examine the economic, social, and political landscape of the 1920s.*	Lesson
5 days: 71–75	**Florida in the 1920s** *Analyze societal issues by examining credible explanations of historical events in order to examine key events and key people in Florida during the 1920s.*	Course Activity
3 days: 76–78	**Modernism and Antimodernism** *Examine modernist developments of the 1920s in science and the arts, as well as society's reactions to modernism.*	Lesson
2 days: 79–80	**The Great Depression** *Characterize the causes and effects of the Great Depression.*	Lesson
2 days: 81–82	**The New Deal** *Evaluate Franklin Roosevelt's New Deal policies and his efforts to reverse the Great Depression.*	Lesson
5 days: 83–87	**Unit Activity and Discussion—Unit 4**	Unit Activity/ Discussion
1 day: 88	**Posttest—Unit 4**	Assessment
1 day: 89	**End-of-Semester Review**	Review
1 day: 90	**End-of-Semester Test**	Assessment

Syllabus

Florida United States History, Semester B

Course Overview

Florida United States History, Semester B, is the study of the events, people, and culture of the United States over time. In this course, you will apply historical inquiry to analyze societal issues, trends, and events of US history from World War II to the present, including the Cold War, Civil Rights, and other social movements, the Vietnam War, modern presidencies, and responses to global terrorism. You will explore timelines to gain an understanding of how events link to each other and analyze historical documents for a firsthand sense of how events unfolded. You will also gather evidence from relevant documents and historical texts in order to develop credible explanations of events in US history. You will then use that evidence to evaluate change and continuity over time.

Course Goals

By the end of this course, you will be able to do the following:

- Evaluate the effects of World War II on the home front and analyze the economic boom and social transformation that occurred in the United States after World War II.
- Examine the causes of the Cold War and evaluate the US response to Soviet aggression during the Cold War.
- Evaluate the key individuals, organizations, and events that shaped the civil rights movement.
- Examine the presidencies of Gerald Ford and Jimmy Carter and analyze the economic and foreign policy changes of the 1970s.
- Examine the presidency of Ronald Reagan and trace the events that ended the Cold War.
- Describe domestic and international terrorist events of the early twenty-first century and evaluate the successes and failures of the US government's response.
- Examine the government of the United States and aspects of US citizenship and evaluate the diverse aspects of US culture over time.
- Examine the impact of scientific discoveries and technological innovations on the development of the United States.

General Skills

To participate in this course, you should be able to do the following:

- Complete basic operations with word-processing software, such as Microsoft Word or Google Docs.
- Complete basic operations with presentation software, such as Microsoft PowerPoint or Google Docs presentation.
- Perform online research using various search engines and library databases.
- Communicate through email and participate in discussion boards.

For a complete list of general skills that are required for participation in online courses, refer to the prerequisites section of the Student Orientation, found at the beginning of this course.

Credit Value

Florida United States History, Semester B, is a 0.5-credit course.

Course Materials

- Notebook
- Pencils or ink pens
- Computer with internet connection and speakers or headphones
- Microsoft Word or equivalent
- Microsoft PowerPoint or equivalent

Some course readings may require a visit to the school library or a public library.

Course Pacing Guide

This course description and pacing guide is intended to help you keep on schedule with your work. Note that your course instructor may modify the schedule to meet the specific needs of your class.

Unit 1: World War II and Its Aftermath

Summary

In this unit, you will focus on World War II and how the United States evolved after the war's conclusion. You will trace the causes and course of World War II, including US involvement, and discuss the impact of the war on US society and the economy. You will also explore the causes of the Cold War, evaluate the US response to Soviet aggression, and describe the rise of the middle class and changes in American society in the 1950s.

Day	Activity/Objective	Type
1 day: 1	**Syllabus and Student Orientation** *Review the Student Orientation and Course Syllabus at the beginning of this course.*	Course Orientation
3 days: 2–4	**World War II** *Trace US involvement in World War II.*	Lesson
3 days: 5–7	**The Effects of World War II on the Home Front** *Evaluate the effects of World War II on the home front.*	Lesson
3 days: 8–10	**Post-World War II Society** *Analyze the economic boom and social transformation that occurred in the United States after World War II.*	Lesson
3 days: 11–13	**Anticommunism and the Roots of the Cold War** *Examine the causes of the Cold War.*	Lesson
2 days: 14–15	**Cold War Events** *Evaluate the US response to Soviet aggression during the Cold War.*	Lesson
2 days: 16–17	**The Rise of the Middle Class** *Describe the rise of the middle class and changes in American society in the 1950s.*	Lesson
5 days: 18–22	**Unit Activity and Discussion—Unit 1**	Unit Activity/ Discussion
1 day: 23	**Posttest—Unit 1**	Assessment

Unit 2: A Time of Upheaval

Summary

In this unit, you will focus on the many dramatic changes that occurred during the 1960s and 1970s in the United States. You will look at the civil rights movement of the 1960s, describe US involvement in the Vietnam War, evaluate Johnson's Great Society transformation, and examine the outcomes of the presidencies of Richard Nixon, Gerald Ford, and Jimmy Carter.

Day	Activity/Objective	Type
4 days: 24–27	**The Civil Rights Movement** *Evaluate the key individuals, organizations, and events that shaped the civil rights movement.*	Lesson
3 days: 28–30	**The Vietnam War** *Describe US involvement in the Vietnam War.*	Lesson
3 days: 31–33	**The Domestic Policies of Johnson and Nixon** *Evaluate the domestic policies of presidents Lyndon B. Johnson and Richard Nixon.*	Lesson
4 days: 34–37	**The Ford and Carter Presidencies** *Examine the presidencies of Gerald Ford and Jimmy Carter and analyze the economic and foreign policy changes of the 1970s.*	Lesson
5 days: 38–42	**Unit Activity and Discussion—Unit 2**	Unit Activity/ Discussion
1 day: 43	**Posttest—Unit 2**	Assessment

Unit 3: The Reagan Era Through Today

Summary

In this unit, you will focus on modern domestic and international issues in the United States from 1980 through today. You will examine Ronald Reagan's presidency, trace the events that ended the Cold War, and describe the post-Cold War foreign policies of US presidents George H.W. Bush, Bill Clinton, and George W. Bush. You will also describe terrorism within and outside the United States and evaluate the successes and failures of the US government's response. You will conclude by describing the social concerns of the contemporary United States. In a course activity, within this unit, you will examine key events and key people in Florida as they relate to recent US history.

Day	Activity/Objective	Type
3 days: 44–46	**The Reagan Era and the End of the Cold War** *Examine the presidency of Ronald Reagan and trace the events that ended the Cold War.*	Lesson
3 days: 47–49	**Foreign Policy Challenges of the 1990s** *Describe foreign policy challenges during the presidencies of George H. W. Bush, Bill Clinton, and George W. Bush.*	Lesson

Day	Activity/Objective	Type
5 days: 50–54	**The 2000 Election** *Analyze societal issues, trends, and events, and develop credible explanations of historical events and developments based on reasoned interpretations of evidence.*	Course Activity
4 days: 55–58	**Domestic and International Terrorism** *Describe domestic and international terrorist events of the early twenty-first century and evaluate the successes and failures of the US government's response.*	Lesson
3 days: 59–61	**Contemporary Domestic Issues** *Describe the social concerns of the contemporary United States.*	Lesson
5 days: 62–66	**Unit Activity and Discussion—Unit 3**	Unit Activity/ Discussion
1 day: 67	**Posttest—Unit 3**	Assessment

Unit 4: Social Studies Concepts

Summary

This unit takes a broad view of social studies topics as they relate to the United States and the arc of US history. It brings together topics related to geography, government, cultural trends and forces, and the impact of technology and scientific discoveries while examining how these aspects of society have impacted the development of the United States over time.

Day	Activity/Objective	Type
4 days: 68–71	**Population, Geography, and the Physical Environment** *Examine the impact of population growth and geographic factors on the physical environment of the United States.*	Lesson
3 days: 72–74	**US Government and Citizenship** *Examine the government of the United States and aspects of US citizenship.*	Lesson
5 days: 75–79	**US Culture** *Evaluate the diverse aspects of US culture over time.*	Lesson
3 days: 80–82	**Science and Technology** *Examine the impact of scientific discoveries and technological innovations on the development of the United States.*	Lesson

Day	Activity/Objective	Type
5 days: 83–87	**Unit Activity and Discussion—Unit 4**	Unit Activity/ Discussion
1 day: 88	**Posttest—Unit 4**	Assessment
1 day: 89	**End-of-Semester Review**	Review
1 day: 90	**End-of-Semester Test**	Assessment

English 8 delivers instruction, practice, and review designed to build students' communication and reading comprehension skills. Reading comprehension lessons strengthen students' critical analysis skills as they study how nonfiction and literature can be used to share ideas. Writing lessons combine free-response exercises with drafting strategies and exemplars to help students communicate clearly and credibly in narrative, argumentative, and explanatory styles. To develop skills specific to public discourse, speaking and listening lessons guide students as they evaluate clips and readings from speeches and discussions. In language lessons, students build foundational grammar skills they need to articulate their ideas and understand challenging words.

The two-semester course is arranged in themed units, each with three to six lessons. Each lesson includes a variety of activities such as direct instruction, application of skills, performance tasks, and formative and summative assessments. Students engage with the subject matter in an interactive, feedback-rich environment as they progress through standards-aligned content and demonstrate their learning through computer- and teacher-scored assignments.

Length: Two semesters

UNIT 1: STORIES BASED ON STORIES

LESSON 1: PLOT ARCHETYPES

Read: "The Apple-Tree" by Katherine Mansfield
Read and comprehend a story.
Duration: 1 hr

Study: Plot Archetypes
Recognize the stages of plot, as well as plot and setting archetypes.
Duration: 0 hrs 45 mins

Checkup: Plot Archetypes
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Plot Archetypes
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Discuss: Plot Archetypes
Participate in a discussion.
Duration: 0 hrs 45 mins

LESSON 2: CHARACTER ARCHETYPES

Study: Character Archetypes
Recognize character archetypes.
Duration: 0 hrs 45 mins

Study: Point of View and Irony
Identify the point of view of a story and how dramatic irony is used.
Duration: 0 hrs 45 mins

Checkup: Character Archetypes
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Character Archetypes

Duration: 0 hrs 30 mins

Read: Independent Reading
Choose and begin reading a novel.
Duration: 4 hrs

Discuss: Connecting to a Novel
Participate in a discussion.
Duration: 0 hrs 45 mins

LESSON 3: THEMATIC ARCHETYPES

Study: Symbolism
Identify symbols, explicit details, and implicit details, and make inferences.
Duration: 0 hrs 45 mins

Study: Symbolism and Theme
Recognize how symbols help to develop themes.
Duration: 0 hrs 45 mins

Checkup: Thematic Archetypes
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Thematic Archetypes
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 30 mins

Practice: Write a Summary
Write objective and subjective summaries.
Duration: 1 hr 30 mins

LESSON 4: WRAP-UP: STORIES BASED ON STORIES

Review: Stories Based on Stories
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Test (CS): Stories Based on Stories
Demonstrate understanding of key concepts from the unit.
Duration: 0 hrs 45 mins

UNIT 2: STRUCTURE AND MEANING

LESSON 1: THE FORM OF A STORY

Read: "The Treasure of Lemon Brown" by Walter Dean Myers
Read and comprehend a story.
Duration: 1 hr

Study: The Form of a Story
Recognize different genres and media of stories.
Duration: 0 hrs 45 mins

Checkup: The Form of a Story
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: The Form of a Story
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Compare and contrast the genre and medium of two stories.
Duration: 1 hr 30 mins

LESSON 2: POETIC DEVICES

Read: A Selection of Poems
Read and comprehend a selection of poems.
Duration: 1 hr

Study: Poetic Devices
Recognize a variety of poetic devices and their effect on poems.
Duration: 0 hrs 45 mins

Checkup: Poetic Devices
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Poetic Devices
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Discuss: Poetic Devices
Participate in a discussion.
Duration: 0 hrs 45 mins

LESSON 3: POETIC STRUCTURE

Study: Poetic Structure
Recognize the meter and structure of poems.
Duration: 0 hrs 45 mins

Checkup: Poetic Structure
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Poetic Structure
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Discuss: Poetic Structure
Participate in a discussion.
Duration: 0 hrs 45 mins

LESSON 4: WRAP-UP: STRUCTURE AND MEANING

Review: Structure and Meaning
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Test (CS): Structure and Meaning
Demonstrate understanding of key concepts from the unit.
Duration: 0 hrs 45 mins

UNIT 3: INFORMATIONAL WRITING

LESSON 1: READING AN INFORMATIONAL ESSAY

Study: Word Meaning, Part 1
Use context clues to determine word meanings.
Duration: 0 hrs 45 mins

Checkup: Word Meaning, Part 1

Duration: 0 hrs 30 mins

Quiz: Word Meaning, Part 1
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Read: An Example Informational Essay
Read and comprehend an essay.
Duration: 1 hr

LESSON 2: PLANNING AN INFORMATIONAL ESSAY

Study: Parts of an Essay
Recognize the parts of an informational essay.
Duration: 0 hrs 45 mins

Checkup: Parts of an Essay
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Parts of an Essay
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Plan an Informational Essay
Plan and organize an informational essay.
Duration: 1 hr 30 mins

LESSON 3: WRITING AN INFORMATIONAL ESSAY

Study: Writing as Craft: Punctuation
Recognize and use correct punctuation.
Duration: 0 hrs 45 mins

Study: Writing as Craft: Capitalization and Spelling
Recognize and use correct spelling and capitalization.
Duration: 0 hrs 45 mins

Checkup: Writing as Craft
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Writing as Craft
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 30 mins

Practice: Write an Informational Essay
Write and revise an informational essay and participate in peer review.
Duration: 1 hr 30 mins

LESSON 4: WRAP-UP: INFORMATIONAL WRITING

Review: Informational Writing
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Test (CS): Informational Writing
Demonstrate understanding of key concepts from the unit.
Duration: 0 hrs 45 mins

UNIT 4: CREATIVE WRITING

Read: From *Alicia in Wonder Tierra* by Silvia Gonzalez
Read and comprehend part of a play.
Duration: 1 hr

Study: Storytelling
Understand how staging, dialogue, and description develop a story.
Duration: 0 hrs 45 mins

Study: Creative Writing
Recognize the elements of an engaging story.
Duration: 0 hrs 45 mins

Checkup: Storytelling and Creative Writing
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Storytelling and Creative Writing
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 30 mins

LESSON 2: WRITING A WORK OF FLASH FICTION

Study: Writing as Craft: Phrases, Clauses, and Sentences
Recognize and correctly use phrases, clauses, and sentences.
Duration: 0 hrs 45 mins

Checkup: Writing as Craft
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Writing as Craft
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Write a Work of Flash Fiction
Write a work of flash fiction using narrative techniques.
Duration: 1 hr 30 mins

LESSON 3: REVISING FLASH FICTION

Study: Tone, Style, Mood, and Voice
Recognize tone, style, mood, and voice in texts.
Duration: 0 hrs 45 mins

Checkup: Tone, Style, Mood, and Voice
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Tone, Style, Mood, and Voice
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Revise a Work of Flash Fiction
Revise a work of flash fiction.
Duration: 1 hr 30 mins

LESSON 4: WRAP-UP: CREATIVE WRITING

Review: Creative Writing
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Demonstrate understanding of key concepts from the unit.
Duration: 0 hrs 45 mins

UNIT 5: SEMESTER WRAP-UP

LESSON 1: SEMESTER WRAP-UP

Review: Semester Review
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Exam: Semester Exam
Demonstrate understanding of key concepts from the semester.
Duration: 1 hr 15 mins

UNIT 6: NONFICTION

LESSON 1: LITERARY NONFICTION

Read: A Work of Literary Nonfiction
Read and comprehend an excerpt from a work of literary nonfiction by John Steinbeck.
Duration: 1 hr

Study: Literary Nonfiction
Understand how to find the purpose, perspective, and message in a work of literary nonfiction.
Duration: 0 hrs 45 mins

Checkup: Literary Nonfiction
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Literary Nonfiction
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Discuss: Literary Nonfiction
Participate in a discussion.
Duration: 0 hrs 45 mins

LESSON 2: INFORMATIONAL TEXTS

Read: Three Informational Texts
Read and comprehend three visually-organized documents.
Duration: 1 hr

Study: Informational Texts
Identify the characteristics of visually-organized documents.
Duration: 0 hrs 45 mins

Study: Graphics
Analyze the use of graphics to support understanding.
Duration: 0 hrs 45 mins

Checkup: Informational Texts
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Informational Texts
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 30 mins

Practice: Evaluate an Informational Text

Duration: 1 hr 30 mins

LESSON 3: CORRESPONDENCE

Study: Word Meaning, Part 2
Use strategies to determine the meaning of unfamiliar words.
Duration: 0 hrs 45 mins

Checkup: Word Meaning, Part 2
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Word Meaning, Part 2
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Write a Letter
Write a letter using domain-specific vocabulary.
Duration: 1 hr 30 mins

LESSON 4: WRAP-UP: NONFICTION

Review: Nonfiction
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Test (CS): Nonfiction
Demonstrate understanding of key concepts from the unit.
Duration: 0 hrs 45 mins

UNIT 7: PERSUASIVE TEXTS

LESSON 1: CONFLICTING ACCOUNTS

Read: Conflicting Accounts
Read and comprehend four texts that discuss women's suffrage.
Duration: 1 hr

Study: Conflicting Accounts
Identify how authors' perspectives and biases are revealed in texts.
Duration: 0 hrs 45 mins

Checkup: Conflicting Accounts
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Conflicting Accounts
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Discuss: Conflicting Accounts
Participate in a discussion.
Duration: 0 hrs 45 mins

LESSON 2: RHETORIC

Study: Rhetoric
Understand audience appeals and rhetorical devices.
Duration: 0 hrs 45 mins

Checkup: Rhetoric
Review important ideas and information from the lesson.

Quiz: Rhetoric
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Read: Political Ads
Watch and comprehend two political ads from opposing candidates.
Duration: 1 hr

Practice: Analyze Political Ads
Analyze how texts use rhetoric to persuade readers.
Duration: 1 hr 30 mins

LESSON 3: ANALYZING ARGUMENTS

Read: Example Argumentative Essay
Read and comprehend a sample student essay about internet access.
Duration: 1 hr

Study: Analyzing Arguments
Identify the traits of argumentative writing, including claims, reasons, and evidence.
Duration: 0 hrs 45 mins

Checkup: Analyzing Arguments
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Analyzing Arguments
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Discuss: Analyzing Arguments
Participate in a discussion.
Duration: 0 hrs 45 mins

LESSON 4: WRAP-UP: PERSUASIVE TEXTS

Review: Persuasive Texts
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Test (CS): Persuasive Texts
Demonstrate understanding of key concepts from the unit.
Duration: 0 hrs 45 mins

UNIT 8: ARGUMENTATIVE WRITING

LESSON 1: RESEARCH, PART 1

Study: Research, Part 1
Understand how to narrow down a research topic and find sources.
Duration: 0 hrs 45 mins

Checkup: Research, Part 1
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Research, Part 1
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

LESSON 2: RESEARCH, PART 2

Determine whether sources are credible and relevant.
Duration: 0 hrs 45 mins

Checkup: Research, Part 2
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Research, Part 2
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Plan an Argumentative Essay
Plan a researched argumentative essay.
Duration: 1 hr 30 mins

LESSON 3: WRITING AS CRAFT

Study: Writing as Craft: Pronouns and Verbs
Confirm understanding of pronouns and verbs.
Duration: 0 hrs 45 mins

Checkup: Writing as Craft
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Writing as Craft
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Write an Argumentative Essay
Write and revise a researched argumentative essay.
Duration: 1 hr 30 mins

LESSON 4: WRAP-UP: ARGUMENTATIVE WRITING

Review: Argumentative Writing
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Test (CS): Argumentative Writing
Demonstrate understanding of key concepts from the unit.
Duration: 0 hrs 45 mins

UNIT 9: MULTIMEDIA

LESSON 1: WORKING IN GROUPS

Study: Working in Groups
Understand how to work well in a group of peers.
Duration: 0 hrs 45 mins

Checkup: Working in Groups
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Working in Groups
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Create Lessons
Work with a group of peers to create two short lessons.

LESSON 2: GIVING SPEECHES

Study: Giving Speeches
Recognize the techniques for giving an effective speech.
Duration: 0 hrs 45 mins

Checkup: Giving Speeches
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Giving Speeches
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Prepare a Speech
Prepare a five-minute speech on an important topic.
Duration: 1 hr 30 mins

Discuss: Peer Evaluation
Participate in a discussion.
Duration: 0 hrs 45 mins

LESSON 3: MEDIA

Study: Media
Understand how media can be used to enhance a speech.
Duration: 0 hrs 45 mins

Checkup: Media
Review important ideas and information from the lesson.
Duration: 0 hrs 30 mins

Quiz: Media
Take a quiz to assess your understanding of the material.
Duration: 0 hrs 15 mins

Practice: Adapt a Speech
Adapt a speech to a different audience and situation.
Duration: 1 hr 30 mins

LESSON 4: WRAP-UP: MULTIMEDIA

Review: Multimedia
Review key terms and objectives from this unit.
Duration: 0 hrs 30 mins

Test (CS): Multimedia
Demonstrate understanding of key concepts from the unit.
Duration: 0 hrs 45 mins

UNIT 10: SEMESTER WRAP-UP

LESSON 1: SEMESTER WRAP-UP

Review: Semester Review
Review key terms and objectives from this semester.
Duration: 0 hrs 30 mins

Exam: Semester Exam
Demonstrate understanding of key concepts from the semester.
Duration: 1 hr 15 mins

Courseware

Curriculum Coverage Report to Florida Standards – Mathematics Courses 2022 - And Beyond -> Algebra 1-A (#1200370)

8/3/2022

INTRODUCTION

Edmentum Courseware supports the flexible needs of today's educators as they facilitate effective personalized learning. Courses may be used in their entirety, or modules can be used independently to supplement or enhance individual and varied learning environments. Use this document to review alignment of standards to each instructional activity.

The following courses were used in this correlation report:

Florida Algebra 1-A, Semester A
Florida Algebra 1-A, Semester B

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Algebra 1-A (#1200370)

Algebraic Reasoning

MA.912.AR.1 Interpret and rewrite algebraic expressions and equations in equivalent forms.

MA.912.AR.1.1

Identify and interpret parts of an equation or expression that represent a quantity in terms of a mathematical or real-world context, including viewing one or more of its parts as a single entity.

***Algebra 1 Example*: Derrick is using the formula $P = 1000(1 + .1)^t$ to make a prediction about the camel population in Australia. He identifies the growth factor as (1 + .1), or 1.1, and states that the camel population will grow at an annual rate of 10% per year.**

***Example*: The expression 1.15^t can be rewritten as $\left(1.15^{\frac{1}{12}}\right)^{12t}$ which is approximately equivalent to 1.012^{12t}. This latter expression reveals the approximate equivalent monthly interest rate of 1.2% if the annual rate is 15%.**

***Clarification 1*: Parts of an expression include factors, terms, constants, coefficients and variables.**
***Clarification 2*: Within the Mathematics for Data and Financial Literacy course, problem types focus on money and business.**

- Florida Algebra 1-A, Semester A
  - Unit 1: The Real Number System
    - Expressions
    - Equivalent Expressions
  - Unit 2: Linear Equations
    - Linear Equations
    - Applications of Ratio and Percent
    - Solving Linear Equations
    - Solving Advanced Linear Equations
  - Unit 3: Equations and Inequalities
    - Solving Literal Equations

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MA.912.AR.1.2

Rearrange equations or formulas to isolate a quantity of interest.

***Algebra 1 Example*: The Ideal Gas Law $PV = nRT$ can be rearranged as $T = \frac{PV}{nR}$ to isolate temperature as the quantity of interest.**

***Example*: Given the Compound Interest formula $A = P\left(1+\frac{r}{n}\right)^{nt}$, solve for P.**
***Mathematics for Data and Financial Literacy Honors Example*: Given the Compound Interest formula $A = P\left(1+\frac{r}{n}\right)^{nt}$, solve for t.**

***Clarification 1*: Instruction includes using formulas for temperature, perimeter, area and volume; using equations for linear (standard, slope-intercept and point-slope forms) and quadratic (standard, factored and vertex forms) functions.**
***Clarification 2*: Within the Mathematics for Data and Financial Literacy course, problem types focus on money and business.**

Florida Algebra 1-A, Semester A
- Unit 3: Equations and Inequalities
  - Solving Literal Equations

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Writing Linear Functions and Equations
- Unit 4: Systems of Linear Equations and Inequalities
  - Writing and Solving Systems Using Substitution

MA.912.AR.2 Write, solve and graph linear equations, functions and inequalities in one and two variables.

MA.912.AR.2.1

Given a real-world context, write and solve one-variable multi-step linear equations.

Florida Algebra 1-A, Semester A
- Unit 2: Linear Equations
  - Linear Equations
  - Applications of Ratio and Percent
  - Solving Advanced Linear Equations

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Unit Activity: Linear Relationships

MA.912.AR.2.2

Write a linear two-variable equation to represent relationships between quantities from a graph, a written description or a table of values within a mathematical or real-world context.

***Clarification 1*: Instruction includes the use of standard form, slope-intercept form and point-slope form, and the conversion between these forms.**

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Writing Linear Functions and Equations
  - Unit Activity: Linear Relationships

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Constructing and Interpreting Functions
Unit 2: Special Linear Relationships
Special Lines
Direct Variation

MA.912.AR.2.3

Write a linear two-variable equation for a line that is parallel or perpendicular to a given line and goes through a given point.

***Clarification 1*: Instruction focuses on recognizing that perpendicular lines have slopes that when multiplied result in −1 and that parallel lines have slopes that are the same.**
***Clarification 2*: Instruction includes representing a line with a pair of points on the coordinate plane or with an equation.**
***Clarification 3*: Problems include cases where one variable has a coefficient of zero.**

Florida Algebra 1-A, Semester B
Unit 2: Special Linear Relationships
Special Lines

MA.912.AR.2.4

Given a table, equation or written description of a linear function, graph that function, and determine and interpret its key features.

***Clarification 1*: Key features are limited to domain, range, intercepts and rate of change.**
***Clarification 2*: Instruction includes the use of standard form, slope-intercept form and point-slope form.**
***Clarification 3*: Instruction includes cases where one variable has a coefficient of zero.**
***Clarification 4*: Instruction includes representing the domain and range with inequality notation, interval notation or set-builder notation.**
***Clarification 5*: Within the Algebra 1 course, notations for domain and range are limited to inequality and set-builder notations.**

Florida Algebra 1-A, Semester A
Unit 4: Functions
Unit Activity: Functions
Functions
Function Notation
Graphing Relations
Florida Algebra 1-A, Semester B
Unit 1: Linear Relationships
Slope and Graphing
Writing Linear Functions and Equations
Constructing and Interpreting Functions
Unit 2: Special Linear Relationships
Linear Function Transformations
Special Lines
Direct Variation

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MA.912.AR.2.5

Solve and graph mathematical and real-world problems that are modeled with linear functions. Interpret key features and determine constraints in terms of the context.

***Algebra 1 Example*: Lizzy's mother uses the function $C(p)$ = 450 + 7.75p, where $C(p)$ represents the total cost of a rental space and p is the number of people attending, to help budget Lizzy's 16th birthday party. Lizzy's mom wants to spend no more than $850 for the party. Graph the function in terms of the context.**

***Clarification 1*: Key features are limited to domain, range, intercepts and rate of change.**
***Clarification 2*: Instruction includes the use of standard form, slope-intercept form and point-slope form.**
***Clarification 3*: Instruction includes representing the domain, range and constraints with inequality notation, interval notation or set-builder notation.**
***Clarification 4*: Within the Algebra 1 course, notations for domain, range and constraints are limited to inequality and set-builder.**
***Clarification 5*: Within the Mathematics for Data and Financial Literacy course, problem types focus on money and business.**

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Slope
  - Slope and Graphing
  - Writing Linear Functions and Equations
  - Unit Activity: Linear Relationships
- Unit 2: Special Linear Relationships
  - Special Lines

MA.912.AR.2.6

Given a mathematical or real-world context, write and solve one-variable linear inequalities, including compound inequalities. Represent solutions algebraically or graphically.

***Algebra 1 Example*: The compound inequality 2x ≤ 5x + 1 < 4 is equivalent to −1 ≤ 3x and 5x < 3, which is equivalent to $\frac{-1}{3} \leq x < \frac{3}{5}$.**

Florida Algebra 1-A, Semester A
- Unit 3: Equations and Inequalities
  - Solving Linear Inequalities
  - Solving Compound Inequalities

MA.912.AR.2.7

Write two-variable linear inequalities to represent relationships between quantities from a graph or a written description within a mathematical or real-world context.

***Clarification 1*: Instruction includes the use of standard form, slope-intercept form and point-slope form and any inequality symbol can be represented.**
***Clarification 2*: Instruction includes cases where one variable has a coefficient of zero.**

Florida Algebra 1-A, Semester B
- Unit 2: Special Linear Relationships
  - Linear Inequalities

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MA.912.AR.2.8

Given a mathematical or real-world context, graph the solution set to a two-variable linear inequality.

***Clarification 1*: Instruction includes the use of standard form, slope-intercept form and point-slope form and any inequality symbol can be represented.**
***Clarification 2*: Instruction includes cases where one variable has a coefficient of zero.**

Florida Algebra 1-A, Semester B
Unit 2: Special Linear Relationships
Linear Inequalities

MA.912.AR.4 Write, solve and graph absolute value equations, functions and inequalities in one and two variables.

MA.912.AR.4.1

Given a mathematical or real-world context, write and solve one-variable absolute value equations.

Florida Algebra 1-A, Semester A
Unit 3: Equations and Inequalities
Absolute Value Equations

MA.912.AR.4.3

Given a table, equation or written description of an absolute value function, graph that function and determine its key features.

***Clarification 1*: Key features are limited to domain; range; intercepts; intervals where the function is increasing, decreasing, positive or negative; vertex; end behavior and symmetry.**
***Clarification 2*: Instruction includes representing the domain and range with inequality notation, interval notation or set-builder notation.**
***Clarification 3*: Within the Algebra 1 course, notations for domain and range are limited to inequality and set-builder.**

Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Absolute Value Functions

MA.912.AR.9 Write and solve a system of two- and three-variable equations and inequalities that describe quantities or relationships.

MA.912.AR.9.1

Given a mathematical or real-world context, write and solve a system of two-variable linear equations algebraically or graphically.

***Clarification 1*: Within this benchmark, the expectation is to solve systems using elimination, substitution and graphing.**
***Clarification 2*: Within the Algebra 1 course, the system is limited to two equations.**

Florida Algebra 1-A, Semester B
Unit 4: Systems of Linear Equations and Inequalities
Unit Activity: Systems of Linear Equations and Inequalities
Systems of Linear Equations
Writing and Solving Systems Using Substitution

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Writing and Solving Systems Using Elimination

MA.912.AR.9.4

Graph the solution set of a system of two-variable linear inequalities.

***Clarification 1*: Instruction includes cases where one variable has a coefficient of zero.**
***Clarification 2*: Within the Algebra 1 course, the system is limited to two inequalities.**

Florida Algebra 1-A, Semester B
Unit 4: Systems of Linear Equations and Inequalities
Systems of Inequalities

MA.912.AR.9.6

Given a real-world context, represent constraints as systems of linear equations or inequalities. Interpret solutions to problems as viable or nonviable options.

***Clarification 1*: Instruction focuses on analyzing a given function that models a real-world situation and writing constraints that are represented as linear equations or linear inequalities.**

Florida Algebra 1-A, Semester B
Unit 4: Systems of Linear Equations and Inequalities
Unit Activity: Systems of Linear Equations and Inequalities
Systems of Inequalities
Systems of Linear Equations
Writing and Solving Systems Using Substitution
Writing and Solving Systems Using Elimination

Functions

MA.912.F.1 Understand, compare and analyze properties of functions.

MA.912.F.1.1

Given an equation or graph that defines a function, determine the function type. Given an input-output table, determine a function type that could represent it.

***Clarification 1*: Within the Algebra 1 course, functions represented as tables are limited to linear, quadratic and exponential.**
***Clarification 2*: Within the Algebra 1 course, functions represented as equations or graphs are limited to vertical or horizontal translations or reflections over the x-axis of the following parent functions: $f(x) = x$, $f(x) = x^2$, $f(x) = x^3$, $f(x) = \sqrt{x}$, $f(x) = \sqrt[3]{x}$, $f(x) = |x|$, $f(x) = 2^x$ and $f(x) = \left(\frac{1}{2}\right)^x$.**

Florida Algebra 1-A, Semester B
Unit 2: Special Linear Relationships
Direct Variation

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MA.912.F.1.2

Given a function represented in function notation, evaluate the function for an input in its domain. For a real-world context, interpret the output.

***Algebra 1 Example*: The function $f(x)=\frac{x}{7}-8$ models Alicia's position in miles relative to a water stand x minutes into a marathon. Evaluate and interpret for a quarter of an hour into the race.**

***Clarification 1*: Problems include simple functions in two-variables, such as $f(x, y) = 3x - 2y$.**

***Clarification 2*: Within the Algebra 1 course, functions are limited to one-variable such as $f(x) = 3x$.**

Florida Algebra 1-A, Semester A
- Unit 4: Functions
  - Unit Activity: Functions
  - Function Notation

MA.912.F.1.3

Calculate and interpret the average rate of change of a real-world situation represented graphically, algebraically or in a table over a specified interval.

***Clarification 1*: Instruction includes making the connection to determining the slope of a particular line segment.**

Florida Algebra 1-A, Semester A
- Unit 4: Functions
  - Functions
  - Graphing Relations

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Slope
  - Slope and Graphing
  - Writing Linear Functions and Equations
- Unit 2: Special Linear Relationships
  - Special Lines
  - Direct Variation

MA.912.F.1.5

Compare key features of linear functions each represented algebraically, graphically, in tables or written descriptions.

***Clarification 1*: Key features are limited to domain; range; intercepts; slope and end behavior.**

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Unit Activity: Linear Relationships
- Unit 2: Special Linear Relationships
  - Special Lines

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MA.912.F.1.8
Determine whether a linear, quadratic or exponential function best models a given real-world situation.

***Clarification 1*: Instruction includes recognizing that linear functions model situations in which a quantity changes by a constant amount per unit interval; that quadratic functions model situations in which a quantity increases to a maximum, then begins to decrease or a quantity decreases to a minimum, then begins to increase; and that exponential functions model situations in which a quantity grows or decays by a constant percent per unit interval.**
***Clarification 2*: Within this benchmark, the expectation is to identify the type of function from a written description or table.**

Florida Algebra 1-A, Semester A
Unit 4: Functions
Graphing Relations
Florida Algebra 1-A, Semester B
Unit 1: Linear Relationships
Writing Linear Functions and Equations
Unit 2: Special Linear Relationships
Direct Variation

MA.912.F.2 Identify and describe the effects of transformations on functions. Create new functions given transformations.

MA.912.F.2.1
Identify the effect on the graph or table of a given function after replacing $f(x)$ by $f(x) + k$, $kf(x)$, $f(kx)$ and $f(x + k)$ for specific values of k.

***Clarification 1*: Within the Algebra 1 course, functions are limited to linear, quadratic and absolute value.**
***Clarification 2*: Instruction focuses on including positive and negative values for k.**

Florida Algebra 1-A, Semester B
Unit 2: Special Linear Relationships
Linear Function Transformations
Unit 3: Extending Function Relationships
Absolute Value Functions

Financial Literacy

MA.912.FL.3 Describe the advantages and disadvantages of short-term and long-term purchases.

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MA.912.FL.3.2

Solve real-world problems involving simple, compound and continuously compounded interest.

***Example*: Find the amount of money on deposit at the end of 5 years if you started with $500 and it was compounded quarterly at 6% interest per year.**
Example: Joe won $25,000 on a lottery scratch-off ticket. How many years will it take at 6% interest compounded yearly for his money to double?

***Clarification 1*: Within the Algebra 1 course, interest is limited to simple and compound.**

Florida Algebra 1-A, Semester B
Unit 2: Special Linear Relationships
Direct Variation

MA.912.FL.3.4

Explain the relationship between simple interest and linear growth. Explain the relationship between compound interest and exponential growth and the relationship between continuously compounded interest and exponential growth.

***Clarification 1*: Within the Algebra 1 course, exponential growth is limited to compound interest.**

Florida Algebra 1-A, Semester B
Unit 2: Special Linear Relationships
Direct Variation

Data Analysis and Probability

MA.912.DP.1 Summarize, represent and interpret categorical and numerical data with one and two variables.

MA.912.DP.1.3

Explain the difference between correlation and causation in the contexts of both numerical and categorical data.

***Algebra 1 Example*: There is a strong positive correlation between the number of Nobel prizes won by country and the per capita chocolate consumption by country. Does this mean that increased chocolate consumption in America will increase the United States of America's chances of a Nobel prize winner?**

Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Unit Activity: Extending Function Relationships
Representing Data

MA.912.DP.2 Solve problems involving univariate and bivariate numerical data.

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MA.912.DP.2.4

Fit a linear function to bivariate numerical data that suggests a linear association and interpret the slope and y-intercept of the model. Use the model to solve real-world problems in terms of the context of the data.

***Clarification 1*: Instruction includes fitting a linear function both informally and formally with the use of technology.**
***Clarification 2*: Problems include making a prediction or extrapolation, inside and outside the range of the data, based on the equation of the line of fit.**

Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Using Models from Data
Unit Activity: Extending Function Relationships
Scatter Plots with Linear Associations
Representing Data
Unit 4: Systems of Linear Equations and Inequalities
Unit Activity: Systems of Linear Equations and Inequalities

MA.912.DP.2.6

Given a scatter plot with a line of fit and residuals, determine the strength and direction of the correlation. Interpret strength and direction within a real-world context.

***Clarification 1*: Instruction focuses on determining the direction by analyzing the slope and informally determining the strength by analyzing the residuals.**

Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Using Models from Data
Unit Activity: Extending Function Relationships
Scatter Plots with Linear Associations
Representing Data

Mathematical Thinking and Reasoning

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MA.K12.MTR.1.1

Actively participate in effortful learning both individually and collectively.

Mathematicians who participate in effortful learning both individually and with others:

- **Analyze the problem in a way that makes sense given the task.**
- **Ask questions that will help with solving the task.**
- **Build perseverance by modifying methods as needed while solving a challenging task.**
- **Stay engaged and maintain a positive mindset when working to solve tasks.**
- **Help and support each other when attempting a new method or approach.**

***Clarifications*:**

Teachers who encourage students to participate actively in effortful learning both individually and with others:

- **Cultivate a community of growth mindset learners.**
- **Foster perseverance in students by choosing tasks that are challenging.**
- **Develop students' ability to analyze and problem solve.**
- **Recognize students' effort when solving challenging problems.**

Florida Algebra 1-A, Semester A
- Unit 3: Equations and Inequalities
  - Solving Literal Equations
- Unit 4: Functions
  - Unit Activity: Functions

Florida Algebra 1-A, Semester B
- Unit 4: Systems of Linear Equations and Inequalities
  - Unit Activity: Systems of Linear Equations and Inequalities

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MA.K12.MTR.2.1

Demonstrate understanding by representing problems in multiple ways.

Mathematicians who demonstrate understanding by representing problems in multiple ways:

- **Build understanding through modeling and using manipulatives.**
- **Represent solutions to problems in multiple ways using objects, drawings, tables, graphs and equations.**
- **Progress from modeling problems with objects and drawings to using algorithms and equations.**
- **Express connections between concepts and representations.**
- **Choose a representation based on the given context or purpose.**

***Clarifications*:**

Teachers who encourage students to demonstrate understanding by representing problems in multiple ways:

- **Help students make connections between concepts and representations.**
- **Provide opportunities for students to use manipulatives when investigating concepts.**
- **Guide students from concrete to pictorial to abstract representations as understanding progresses.**
- **Show students that various representations can have different purposes and can be useful in different situations.**

Florida Algebra 1-A, Semester A
- Unit 1: The Real Number System
  - Real Numbers
- Unit 3: Equations and Inequalities
  - Solving Linear Inequalities
  - Solving Compound Inequalities
- Unit 4: Functions
  - Unit Activity: Functions
  - Functions
  - Graphing Relations

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Slope
  - Slope and Graphing
  - Unit Activity: Linear Relationships
- Unit 2: Special Linear Relationships
  - Special Lines
- Unit 4: Systems of Linear Equations and Inequalities
  - Unit Activity: Systems of Linear Equations and Inequalities
  - Systems of Inequalities
  - Writing and Solving Systems Using Substitution

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MA.K12.MTR.3.1

Complete tasks with mathematical fluency.

Mathematicians who complete tasks with mathematical fluency:

- **Select efficient and appropriate methods for solving problems within the given context.**
- **Maintain flexibility and accuracy while performing procedures and mental calculations.**
- **Complete tasks accurately and with confidence.**
- **Adapt procedures to apply them to a new context.**
- **Use feedback to improve efficiency when performing calculations.**

***Clarifications*:**

Teachers who encourage students to complete tasks with mathematical fluency:

- **Provide students with the flexibility to solve problems by selecting a procedure that allows them to solve efficiently and accurately.**
- **Offer multiple opportunities for students to practice efficient and generalizable methods.**
- **Provide opportunities for students to reflect on the method they used and determine if a more efficient method could have been used.**

Florida Algebra 1-A, Semester A
- Unit 1: The Real Number System
  - Add, Subtract, Multiply, and Divide Rational Numbers to Solve Real-World Problems
  - Expressions
  - Real Numbers
- Unit 2: Linear Equations
  - Linear Equations
  - Applications of Ratio and Percent
  - Solving Linear Equations
  - Solving Advanced Linear Equations

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Slope
  - Slope and Graphing
- Unit 2: Special Linear Relationships
  - Special Lines
- Unit 4: Systems of Linear Equations and Inequalities
  - Writing and Solving Systems Using Elimination

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MA.K12.MTR.4.1

Engage in discussions that reflect on the mathematical thinking of self and others.

Mathematicians who engage in discussions that reflect on the mathematical thinking of self and others:

- **Communicate mathematical ideas, vocabulary and methods effectively.**
- **Analyze the mathematical thinking of others.**
- **Compare the efficiency of a method to those expressed by others.**
- **Recognize errors and suggest how to correctly solve the task.**
- **Justify results by explaining methods and processes.**
- **Construct possible arguments based on evidence.**

***Clarifications*:**

Teachers who encourage students to engage in discussions that reflect on the mathematical thinking of self and others:

- **Establish a culture in which students ask questions of the teacher and their peers, and error is an opportunity for learning.**
- **Create opportunities for students to discuss their thinking with peers.**
- **Select, sequence and present student work to advance and deepen understanding of correct and increasingly efficient methods.**
- **Develop students' ability to justify methods and compare their responses to the responses of their peers.**

Florida Algebra 1-A, Semester A
- Unit 1: The Real Number System
  - Expressions
- Unit 4: Functions
  - Function Notation

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Writing Linear Functions and Equations
- Unit 2: Special Linear Relationships
  - Linear Inequalities
  - Linear Function Transformations
  - Direct Variation
- Unit 3: Extending Function Relationships
  - Unit Activity: Extending Function Relationships
- Unit 4: Systems of Linear Equations and Inequalities
  - Systems of Inequalities

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MA.K12.MTR.5.1

Use patterns and structure to help understand and connect mathematical concepts.

Mathematicians who use patterns and structure to help understand and connect mathematical concepts:

- **Focus on relevant details within a problem.**
- **Create plans and procedures to logically order events, steps or ideas to solve problems.**
- **Decompose a complex problem into manageable parts.**
- **Relate previously learned concepts to new concepts.**
- **Look for similarities among problems.**
- **Connect solutions of problems to more complicated large-scale situations.**

***Clarifications*:**
Teachers who encourage students to use patterns and structure to help understand and connect mathematical concepts:

- **Help students recognize the patterns in the world around them and connect these patterns to mathematical concepts.**
- **Support students to develop generalizations based on the similarities found among problems.**
- **Provide opportunities for students to create plans and procedures to solve problems.**
- **Develop students' ability to construct relationships between their current understanding and more sophisticated ways of thinking.**

Florida Algebra 1-A, Semester A
- Unit 1: The Real Number System
  - Expressions
  - Equivalent Expressions
  - Real Numbers
- Unit 3: Equations and Inequalities
  - Solving Literal Equations
- Unit 4: Functions
  - Graphing Relations

Florida Algebra 1-A, Semester B
- Unit 1: Linear Relationships
  - Constructing and Interpreting Functions
- Unit 2: Special Linear Relationships
  - Linear Function Transformations
- Unit 3: Extending Function Relationships
  - Absolute Value Functions
  - Scatter Plots with Linear Associations
  - Representing Data

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MA.K12.MTR.6.1

Assess the reasonableness of solutions.

Mathematicians who assess the reasonableness of solutions:

- **Estimate to discover possible solutions.**
- **Use benchmark quantities to determine if a solution makes sense.**
- **Check calculations when solving problems.**
- **Verify possible solutions by explaining the methods used.**
- **Evaluate results based on the given context.**

***Clarifications*:**

Teachers who encourage students to assess the reasonableness of solutions:

- **Have students estimate or predict solutions prior to solving.**
- **Prompt students to continually ask, "Does this solution make sense? How do you know?"**
- **Reinforce that students check their work as they progress within and after a task.**
- **Strengthen students' ability to verify solutions through justifications.**

Florida Algebra 1-A, Semester A
- Unit 3: Equations and Inequalities
  - Absolute Value Equations

Florida Algebra 1-A, Semester B
- Unit 2: Special Linear Relationships
  - Linear Inequalities
- Unit 4: Systems of Linear Equations and Inequalities
  - Unit Activity: Systems of Linear Equations and Inequalities
  - Systems of Linear Equations

MA.K12.MTR.7.1

Apply mathematics to real-world contexts.

Mathematicians who apply mathematics to real-world contexts:

- **Connect mathematical concepts to everyday experiences.**
- **Use models and methods to understand, represent and solve problems.**
- **Perform investigations to gather data or determine if a method is appropriate.**
- **Redesign models and methods to improve accuracy or efficiency.**

***Clarifications*:**

Teachers who encourage students to apply mathematics to real-world contexts:

- **Provide opportunities for students to create models, both concrete and abstract, and perform investigations.**
- **Challenge students to question the accuracy of their models and methods.**
- **Support students as they validate conclusions by comparing them to the given situation.**
- **Indicate how various concepts can be applied to other disciplines.**

Florida Algebra 1-A, Semester A
- Unit 1: The Real Number System
  - Add, Subtract, Multiply, and Divide Rational Numbers to Solve Real-World Problems

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Expressions
Equivalent Expressions
Unit 3: Equations and Inequalities
Solving Literal Equations
Absolute Value Equations
Solving Linear Inequalities
Solving Compound Inequalities
Unit 4: Functions
Function Notation
Florida Algebra 1-A, Semester B
Unit 1: Linear Relationships
Writing Linear Functions and Equations
Unit Activity: Linear Relationships
Unit 2: Special Linear Relationships
Linear Inequalities
Direct Variation
Unit 3: Extending Function Relationships
Using Models from Data
Unit Activity: Extending Function Relationships
Scatter Plots with Linear Associations
Representing Data
Unit 4: Systems of Linear Equations and Inequalities
Unit Activity: Systems of Linear Equations and Inequalities
Systems of Linear Equations
Writing and Solving Systems Using Substitution
Writing and Solving Systems Using Elimination

ELA Expectations for Students

ELA.K12.EE.1.1
Cite evidence to explain and justify reasoning.

***Clarifications*:**
K-1 Students include textual evidence in their oral communication with guidance and support from adults. The evidence can consist of details from the text without naming the text. During 1st grade, students learn how to incorporate the evidence in their writing.

2-3 Students include relevant textual evidence in their written and oral communication. Students should name the text when they refer to it. In 3rd grade, students should use a combination of direct and indirect citations.

4-5 Students continue with previous skills and reference comments made by speakers and peers. Students cite texts that they've directly quoted, paraphrased, or used for information. When writing, students will use the form of citation dictated by the instructor or the style guide referenced by the instructor.

6-8 Students continue with previous skills and use a style guide to create a proper citation.

9-12 Students continue with previous skills and should be aware of existing style guides and the ways in which they differ.

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Florida Algebra 1-A, Semester A
Unit 4: Functions
Functions
Graphing Relations
Florida Algebra 1-A, Semester B
Unit 1: Linear Relationships
Constructing and Interpreting Functions
Unit 2: Special Linear Relationships
Linear Inequalities
Linear Function Transformations
Unit 3: Extending Function Relationships
Unit Activity: Extending Function Relationships
Scatter Plots with Linear Associations
Unit 4: Systems of Linear Equations and Inequalities
Unit Activity: Systems of Linear Equations and Inequalities
Systems of Inequalities

ELA.K12.EE.2.1

Read and comprehend grade-level complex texts proficiently.

***Clarifications*:**

See Text Complexity for grade-level complexity bands and a text complexity rubric.

Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Using Models from Data

ELA.K12.EE.3.1

Make inferences to support comprehension.

***Clarifications*:**

Students will make inferences before the words infer or inference are introduced. Kindergarten students will answer questions like "Why is the girl smiling?" or make predictions about what will happen based on the title page. Students will use the terms and apply them in 2nd grade and beyond.

Florida Algebra 1-A, Semester A
Unit 4: Functions
Graphing Relations
Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Using Models from Data
Unit Activity: Extending Function Relationships

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ELA.K12.EE.4.1

Use appropriate collaborative techniques and active listening skills when engaging in discussions in a variety of situations.

***Clarifications*:**

In kindergarten, students learn to listen to one another respectfully.

In grades 1-2, students build upon these skills by justifying what they are thinking. For example: "I think _____ because _____." The collaborative conversations are becoming academic conversations.

In grades 3-12, students engage in academic conversations discussing claims and justifying their reasoning, refining and applying skills. Students build on ideas, propel the conversation, and support claims and counterclaims with evidence.

Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Unit Activity: Extending Function Relationships

ELA.K12.EE.5.1

Use the accepted rules governing a specific format to create quality work.

***Clarifications*:**

Students will incorporate skills learned into work products to produce quality work. For students to incorporate these skills appropriately, they must receive instruction. A 3rd grade student creating a poster board display must have instruction in how to effectively present information to do quality work.

Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Unit Activity: Extending Function Relationships

ELA.K12.EE.6.1

Use appropriate voice and tone when speaking or writing.

***Clarifications*:**

In kindergarten and 1st grade, students learn the difference between formal and informal language. For example, the way we talk to our friends differs from the way we speak to adults. In 2nd grade and beyond, students practice appropriate social and academic language to discuss texts.

Florida Algebra 1-A, Semester B
Unit 3: Extending Function Relationships
Unit Activity: Extending Function Relationships

English Language Development

ELD.K12.ELL.MA.1

English language learners communicate information, ideas and concepts necessary for academic success in the content area of Mathematics.

Florida Algebra 1-A, Semester A
Unit 1: The Real Number System
Add, Subtract, Multiply, and Divide Rational Numbers to Solve Real-World Problems
Unit 2: Linear Equations
Applications of Ratio and Percent

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Florida Algebra 1-A, Semester B

- Unit 1: Linear Relationships
  - Slope
  - Slope and Graphing
  - Writing Linear Functions and Equations
- Unit 2: Special Linear Relationships
  - Special Lines
  - Direct Variation
- Unit 3: Extending Function Relationships
  - Scatter Plots with Linear Associations
- Unit 4: Systems of Linear Equations and Inequalities
  - Writing and Solving Systems Using Substitution

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Courseware

Curriculum Coverage Report to Florida Standards – Mathematics Courses 2022 - And Beyond -> Algebra 1-B (#1200380)

8/4/2022

INTRODUCTION

Edmentum Courseware supports the flexible needs of today's educators as they facilitate effective personalized learning. Courses may be used in their entirety, or modules can be used independently to supplement or enhance individual and varied learning environments. Use this document to review alignment of standards to each instructional activity.

The following courses were used in this correlation report:

Florida Algebra 1-B, Semester A
Florida Algebra 1-B, Semester B

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Algebra 1-B (#1200380)

Number Sense and Operations

MA.912.NSO.1 Generate equivalent expressions and perform operations with expressions involving exponents, radicals or logarithms.

MA.912.NSO.1.1
Extend previous understanding of the Laws of Exponents to include rational exponents. Apply the Laws of Exponents to evaluate numerical expressions and generate equivalent numerical expressions involving rational exponents.

***Clarification 1*: Instruction includes the use of technology when appropriate.**
***Clarification 2*: Refer to the K-12 Formulas (Appendix E) for the Laws of Exponents.**
***Clarification 3*: Instruction includes converting between expressions involving rational exponents and expressions involving radicals.**
***Clarification 4*: Within the Mathematics for Data and Financial Literacy course, it is not the expectation to generate equivalent numerical expressions.**

Florida Algebra 1-B, Semester A
Unit 1: Radical Relationships
Radicals and Exponents

MA.912.NSO.1.2
Generate equivalent algebraic expressions using the properties of exponents.

***Example*: The expression 1.5^{3t+2} is equivalent to the expression $2.25(1.5)^{3t}$ which is equivalent to $2.25(3.375)^{t}$.**

Florida Algebra 1-B, Semester A
Unit 1: Radical Relationships
Radicals and Exponents
Properties of Exponents

MA.912.NSO.1.4
Apply previous understanding of operations with rational numbers to add, subtract, multiply and divide numerical radicals.

***Algebra 1 Example*: The expression $\frac{\sqrt{136}}{\sqrt{2}}$ is equivalent to $\sqrt{\frac{136}{2}}$ which is equivalent to $\sqrt{68}$ which is equivalent to $2\sqrt{17}$.**

***Clarification 1*: Within the Algebra 1 course, expressions are limited to a single arithmetic operation involving two square roots or two cube roots.**

Florida Algebra 1-B, Semester A
Unit 1: Radical Relationships
Performing Operations on Radicals
Simplifying Cube Roots

Algebraic Reasoning

MA.912.AR.1 Interpret and rewrite algebraic expressions and equations in equivalent forms.

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MA.912.AR.1.1

Identify and interpret parts of an equation or expression that represent a quantity in terms of a mathematical or real-world context, including viewing one or more of its parts as a single entity.

***Algebra 1 Example*: Derrick is using the formula $P = 1000(1 + .1)^t$ to make a prediction about the camel population in Australia. He identifies the growth factor as (1 + .1), or 1.1, and states that the camel population will grow at an annual rate of 10% per year.**

***Example*: The expression 1.15^t can be rewritten as $\left(1.15^{\frac{1}{12}}\right)^{12t}$ which is approximately equivalent to 1.012^{12t}. This latter expression reveals the approximate equivalent monthly interest rate of 1.2% if the annual rate is 15%.**

***Clarification 1*: Parts of an expression include factors, terms, constants, coefficients and variables.**
***Clarification 2*: Within the Mathematics for Data and Financial Literacy course, problem types focus on money and business.**

Florida Algebra 1-B, Semester A
- Unit 2: Exponential Relationships
  - Modeling with Exponential Functions
- Unit 3: Polynomial Operations
  - Adding and Subtracting Polynomials
- Unit 4: Polynomials and Factors
  - Unit Activity: Polynomials and Factors

MA.912.AR.1.2

Rearrange equations or formulas to isolate a quantity of interest.

***Algebra 1 Example*: The Ideal Gas Law *PV* = *nRT* can be rearranged as $T = \frac{PV}{nR}$ to isolate temperature as the quantity of interest.**

***Example*: Given the Compound Interest formula $A = P\left(1+\frac{r}{n}\right)^{nt}$, solve for *P*.**
***Mathematics for Data and Financial Literacy Honors Example*: Given the Compound Interest formula $A = P\left(1+\frac{r}{n}\right)^{nt}$, solve for *t*.**

***Clarification 1*: Instruction includes using formulas for temperature, perimeter, area and volume; using equations for linear (standard, slope-intercept and point-slope forms) and quadratic (standard, factored and vertex forms) functions.**
***Clarification 2*: Within the Mathematics for Data and Financial Literacy course, problem types focus on money and business.**

Florida Algebra 1-B, Semester B
- Unit 1: Quadratic Equations
  - Solving Quadratic Equations with Square Roots
- Unit 2: Quadratic Functions
  - Forms of Quadratic Equations
  - Writing Quadratic Functions and Equations
- Unit 3: Extending Quadratic Relationships
  - The Quadratic Formula

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MA.912.AR.1.3
Add, subtract and multiply polynomial expressions with rational number coefficients.

***Clarification 1*: Instruction includes an understanding that when any of these operations are performed with polynomials the result is also a polynomial.**
***Clarification 2*: Within the Algebra 1 course, polynomial expressions are limited to 3 or fewer terms.**

Florida Algebra 1-B, Semester A
Unit 3: Polynomial Operations
Adding and Subtracting Polynomials
Multiplying Polynomials
Unit 4: Polynomials and Factors
Unit Activity: Polynomials and Factors

MA.912.AR.1.4
Divide a polynomial expression by a monomial expression with rational number coefficients.

***Clarification 1*: Within the Algebra 1 course, polynomial expressions are limited to 3 or fewer terms.**

Florida Algebra 1-B, Semester A
Unit 3: Polynomial Operations
Dividing by Monomials

MA.912.AR.1.7
Rewrite a polynomial expression as a product of polynomials over the real number system.

***Example*: The expression $4x^3y - 3x^2y^4$ is equivalent to the factored form $x^2y(4x - 3y^3)$.**
***Example*: The expression $16x^2 - 9y^2$ is equivalent to the factored form $(4x - 3y)(4x + 3y)$.**

***Clarification 1*: Within the Algebra 1 course, polynomial expressions are limited to 4 or fewer terms with integer coefficients.**

Florida Algebra 1-B, Semester A
Unit 4: Polynomials and Factors
Factoring Polynomials, Part 1
Factoring Polynomials, Part 2
Unit Activity: Polynomials and Factors

MA.912.AR.3 Write, solve and graph quadratic equations, functions and inequalities in one and two variables.

MA.912.AR.3.1
Given a mathematical or real-world context, write and solve one-variable quadratic equations over the real number system.

***Clarification 1*: Within the Algebra 1 course, instruction includes the concept of non-real answers, without determining non-real solutions.**
***Clarification 2*: Within this benchmark, the expectation is to solve by factoring techniques, taking square roots, the quadratic formula and completing the square.**

Florida Algebra 1-B, Semester B

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Unit 1: Quadratic Equations
Solving Quadratic Equations with Square Roots
Solving Quadratic Equations by Factoring
Unit 2: Quadratic Functions
Unit Activity: Quadratic Functions
Unit 3: Extending Quadratic Relationships
Unit Activity: Extending Quadratic Relationships
Solving Quadratic Equations by Completing the Square
The Quadratic Formula

MA.912.AR.3.4

Write a quadratic function to represent the relationship between two quantities from a graph, a written description or a table of values within a mathematical or real-world context.

***Algebra I Example*: Given a table of values from a quadratic function, write an equation of that function.**

***Clarification 1*: Within the Algebra 1 course, a graph, written description or table of values must include the vertex and two points that are equidistant from the vertex.**
***Clarification 2*: Instruction includes the use of standard form, factored form and vertex form.**
***Clarification 3*: Within the Algebra 2 course, one of the given points must be the vertex or an *x*-intercept.**

Florida Algebra 1-B, Semester B
Unit 2: Quadratic Functions
Writing Quadratic Functions and Equations

MA.912.AR.3.5

Given the *x*-intercepts and another point on the graph of a quadratic function, write the equation for the function.

Florida Algebra 1-B, Semester B
Unit 2: Quadratic Functions
Writing Quadratic Functions and Equations

MA.912.AR.3.6

Given an expression or equation representing a quadratic function, determine the vertex and zeros and interpret them in terms of a real-world context.

Florida Algebra 1-B, Semester B
Unit 1: Quadratic Equations
Quadratic Relationships
Unit 2: Quadratic Functions
Graphs of Quadratic Relationships
Forms of Quadratic Equations
Unit Activity: Quadratic Functions
Unit 3: Extending Quadratic Relationships
Solving Quadratic Equations by Completing the Square

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MA.912.AR.3.7

Given a table, equation or written description of a quadratic function, graph that function, and determine and interpret its key features.

***Clarification 1*: Key features are limited to domain; range; intercepts; intervals where the function is increasing, decreasing, positive or negative; end behavior; vertex; and symmetry.**
***Clarification 2*: Instruction includes the use of standard form, factored form and vertex form, and sketching a graph using the zeros and vertex.**
***Clarification 3*: Instruction includes representing the domain and range with inequality notation, interval notation or set-builder notation.**
***Clarification 4*: Within the Algebra 1 course, notations for domain and range are limited to inequality and set-builder.**

Florida Algebra 1-B, Semester B
- Unit 1: Quadratic Equations
  - Quadratic Relationships
- Unit 2: Quadratic Functions
  - Graphs of Quadratic Relationships
  - Forms of Quadratic Equations
  - Unit Activity: Quadratic Functions
- Unit 3: Extending Quadratic Relationships
  - Comparing Functions

MA.912.AR.3.8

Solve and graph mathematical and real-world problems that are modeled with quadratic functions. Interpret key features and determine constraints in terms of the context.

***Algebra 1 Example*: The value of a classic car produced in 1972 can be modeled by the function $V(t) = 19.25t^2 - 440t + 3500$, where t is the number of years since 1972. In what year does the car's value start to increase?**

***Clarification 1*: Key features are limited to domain; range; intercepts; intervals where the function is increasing, decreasing, positive or negative; end behavior; vertex; and symmetry.**
***Clarification 2*: Instruction includes the use of standard form, factored form and vertex form.**
***Clarification 3*: Instruction includes representing the domain, range and constraints with inequality notation, interval notation or set-builder notation.**
***Clarification 4*: Within the Algebra 1 course, notations for domain, range and constraints are limited to inequality and set-builder.**

Florida Algebra 1-B, Semester B
- Unit 2: Quadratic Functions
  - Forms of Quadratic Equations
  - Writing Quadratic Functions and Equations
  - Unit Activity: Quadratic Functions
- Unit 3: Extending Quadratic Relationships
  - Comparing Functions

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MA.912.AR.5 Write, solve and graph exponential and logarithmic equations and functions in one and two variables.

MA.912.AR.5.3
Given a mathematical or real-world context, classify an exponential function as representing growth or decay.

***Clarification 1*: Within the Algebra 1 course, exponential functions are limited to the forms $f(x) = ab^x$, where b is a whole number greater than 1 or a unit fraction, or $f(x) = a(1 \pm r)^x$, where $0 < r < 1$.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Modeling with Exponential Functions
Course Activity: Writing Exponential Functions

MA.912.AR.5.4
Write an exponential function to represent a relationship between two quantities from a graph, a written description or a table of values within a mathematical or real-world context.

***Clarification 1*: Within the Algebra 1 course, exponential functions are limited to the forms $f(x) = ab^x$, where b is a whole number greater than 1 or a unit fraction, or $f(x) = a(1 \pm r)^x$, where $0 < r < 1$.**
***Clarification 2*: Within the Algebra 1 course, tables are limited to having successive nonnegative integer inputs so that the function may be determined by finding ratios between successive outputs.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Modeling with Exponential Functions
Course Activity: Writing Exponential Functions

MA.912.AR.5.6
Given a table, equation or written description of an exponential function, graph that function and determine its key features.

***Clarification 1*: Key features are limited to domain; range; intercepts; intervals where the function is increasing, decreasing, positive or negative; constant percent rate of change; end behavior and asymptotes.**
***Clarification 2*: Instruction includes representing the domain and range with inequality notation, interval notation or set-builder notation.**
***Clarification 3*: Within the Algebra 1 course, notations for domain and range are limited to inequality and set-builder.**
***Clarification 4*: Within the Algebra 1 course, exponential functions are limited to the forms $f(x) = ab^x$, where b is a whole number greater than 1 or a unit fraction or $f(x) = a(1 \pm r)^x$, where $0 < r < 1$.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Graphs of Exponential Relationships
Comparing Exponential Functions

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MA.912.AR.9 Write and solve a system of two- and three-variable equations and inequalities that describe quantities or relationships.

MA.912.AR.9.6
Given a real-world context, represent constraints as systems of linear equations or inequalities. Interpret solutions to problems as viable or nonviable options.

***Clarification 1*: Instruction focuses on analyzing a given function that models a real-world situation and writing constraints that are represented as linear equations or linear inequalities.**

The selected PLATO curriculum does not address this learning expectation.

Functions

MA.912.F.1 Understand, compare and analyze properties of functions.

MA.912.F.1.1
Given an equation or graph that defines a function, determine the function type. Given an input-output table, determine a function type that could represent it.

***Clarification 1*: Within the Algebra 1 course, functions represented as tables are limited to linear, quadratic and exponential.**
***Clarification 2*: Within the Algebra 1 course, functions represented as equations or graphs are limited to vertical or horizontal translations or reflections over the x-axis of the following parent functions: $f(x) = x$, $f(x) = x^2$, $f(x) = x^3$, $f(x) = \sqrt{x}$, $f(x) = \sqrt[3]{x}$, $f(x) = |x|$, $f(x) = 2^x$ and $f(x) = \left(\frac{1}{2}\right)^x$.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Nonlinear Functions
Course Activity: Writing Exponential Functions
Florida Algebra 1-B, Semester B
Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions
Comparing Functions

MA.912.F.1.2
Given a function represented in function notation, evaluate the function for an input in its domain. For a real-world context, interpret the output.

***Algebra 1 Example*: The function $f(x) = \frac{x}{7} - 8$ models Alicia's position in miles relative to a water stand x minutes into a marathon. Evaluate and interpret for a quarter of an hour into the race.**

***Clarification 1*: Problems include simple functions in two-variables, such as $f(x, y) = 3x - 2y$.**
***Clarification 2*: Within the Algebra 1 course, functions are limited to one-variable such as $f(x) = 3x$.**

Florida Algebra 1-B, Semester A

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Unit 2: Exponential Relationships
Graphs of Exponential Relationships
Comparing Exponential Functions
Florida Algebra 1-B, Semester B
Unit 1: Quadratic Equations
Quadratic Relationships
Unit 2: Quadratic Functions
Graphs of Quadratic Relationships
Forms of Quadratic Equations
Unit 3: Extending Quadratic Relationships
Comparing Functions

MA.912.F.1.3

Calculate and interpret the average rate of change of a real-world situation represented graphically, algebraically or in a table over a specified interval.

***Clarification 1*: Instruction includes making the connection to determining the slope of a particular line segment.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Modeling with Exponential Functions
Nonlinear Functions
Comparing Exponential Functions
Florida Algebra 1-B, Semester B
Unit 3: Extending Quadratic Relationships
Comparing Functions

MA.912.F.1.6

Compare key features of linear and nonlinear functions each represented algebraically, graphically, in tables or written descriptions..

***Clarification 1*: Key features are limited to domain; range; intercepts; intervals where the function is increasing, decreasing, positive or negative; end behavior and asymptotes.**
***Clarification 2*: Within the Algebra 1 course, functions other than linear, quadratic or exponential must be represented graphically.**
***Clarification 3*: Within the Algebra 1 course, instruction includes verifying that a quantity increasing exponentially eventually exceeds a quantity increasing linearly or quadratically.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Nonlinear Functions
Course Activity: Writing Exponential Functions
Comparing Exponential Functions
Florida Algebra 1-B, Semester B
Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions
Comparing Functions

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MA.912.F.1.8
Determine whether a linear, quadratic or exponential function best models a given real-world situation.

***Clarification 1*: Instruction includes recognizing that linear functions model situations in which a quantity changes by a constant amount per unit interval; that quadratic functions model situations in which a quantity increases to a maximum, then begins to decrease or a quantity decreases to a minimum, then begins to increase; and that exponential functions model situations in which a quantity grows or decays by a constant percent per unit interval.**
***Clarification 2*: Within this benchmark, the expectation is to identify the type of function from a written description or table.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Course Activity: Writing Exponential Functions
Florida Algebra 1-B, Semester B
Unit 2: Quadratic Functions
Writing Quadratic Functions and Equations
Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions

MA.912.F.2 Identify and describe the effects of transformations on functions. Create new functions given transformations.

MA.912.F.2.1
Identify the effect on the graph or table of a given function after replacing $f(x)$ by $f(x) + k$, $kf(x)$, $f(kx)$ and $f(x+ k)$ for specific values of k.

***Clarification 1*: Within the Algebra 1 course, functions are limited to linear, quadratic and absolute value.**
***Clarification 2*: Instruction focuses on including positive and negative values for k.**

Florida Algebra 1-B, Semester B
Unit 2: Quadratic Functions
Graphs of Quadratic Relationships
Unit Activity: Quadratic Functions

Financial Literacy

MA.912.FL.3 Describe the advantages and disadvantages of short-term and long-term purchases.

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MA.912.FL.3.2

Solve real-world problems involving simple, compound and continuously compounded interest.

***Example*: Find the amount of money on deposit at the end of 5 years if you started with $500 and it was compounded quarterly at 6% interest per year.**
***Example*: Joe won $25,000 on a lottery scratch-off ticket. How many years will it take at 6% interest compounded yearly for his money to double?**

***Clarification 1*: Within the Algebra 1 course, interest is limited to simple and compound.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Modeling with Exponential Functions
Florida Algebra 1-B, Semester B
Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions

MA.912.FL.3.4

Explain the relationship between simple interest and linear growth. Explain the relationship between compound interest and exponential growth and the relationship between continuously compounded interest and exponential growth.

***Clarification 1*: Within the Algebra 1 course, exponential growth is limited to compound interest.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Modeling with Exponential Functions
Florida Algebra 1-B, Semester B
Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions

Data Analysis and Probability

MA.912.DP.1 Summarize, represent and interpret categorical and numerical data with one and two variables.

MA.912.DP.1.1

Given a set of data, select an appropriate method to represent the data, depending on whether it is numerical or categorical data and on whether it is univariate or bivariate.

***Clarification 1*: Instruction includes discussions regarding the strengths and weaknesses of each data display.**
***Clarification 2*: Numerical univariate includes histograms, stem-and-leaf plots, box plots and line plots; numerical bivariate includes scatter plots and line graphs; categorical univariate includes bar charts, circle graphs, line plots, frequency tables and relative frequency tables; and categorical bivariate includes segmented bar charts, joint frequency tables and joint relative frequency tables.**
***Clarification 3*: Instruction includes the use of appropriate units and labels and, where appropriate, using technology to create data displays.**

Florida Algebra 1-B, Semester B

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Unit 4: Statistics
Visual Representations of Data
Comparing Data Sets
Two-Way Frequency Tables

MA.912.DP.1.2

Interpret data distributions represented in various ways. State whether the data is numerical or categorical, whether it is univariate or bivariate and interpret the different components and quantities in the display.

***Clarification 1*: Within the Probability and Statistics course, instruction includes the use of spreadsheets and technology.**

Florida Algebra 1-B, Semester B
Unit 4: Statistics
Understanding Statistics
Comparing Data Sets
Two-Way Frequency Tables
Unit Activity: Statistics
Evaluating Reports

MA.912.DP.1.4

Estimate a population total, mean or percentage using data from a sample survey; develop a margin of error through the use of simulation.

***Algebra 1 Example*: Based on a survey of 100 households in Twin Lakes, the newspaper reports that the average number of televisions per household is 3.5 with a margin of error of ±0.6. The actual population mean can be estimated to be between 2.9 and 4.1 television per household. Since there are 5,500 households in Twin Lakes the estimated number of televisions is between 15,950 and 22,550.**

***Clarification 1*: Within the Algebra 1 course, the margin of error will be given.**

Florida Algebra 1-B, Semester B
Unit 4: Statistics
Understanding Statistics
Evaluating Reports

MA.912.DP.3 Solve problems involving categorical data.

MA.912.DP.3.1

Construct a two-way frequency table summarizing bivariate categorical data. Interpret joint and marginal frequencies and determine possible associations in terms of a real-world context.

Florida Algebra 1-B, Semester B
Unit 4: Statistics
Two-Way Frequency Tables

Mathematical Thinking and Reasoning

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MA.K12.MTR.1.1

Actively participate in effortful learning both individually and collectively.

Mathematicians who participate in effortful learning both individually and with others:

- **Analyze the problem in a way that makes sense given the task.**
- **Ask questions that will help with solving the task.**
- **Build perseverance by modifying methods as needed while solving a challenging task.**
- **Stay engaged and maintain a positive mindset when working to solve tasks.**
- **Help and support each other when attempting a new method or approach.**

Clarifications:
Teachers who encourage students to participate actively in effortful learning both individually and with others:

- **Cultivate a community of growth mindset learners.**
- **Foster perseverance in students by choosing tasks that are challenging.**
- **Develop students' ability to analyze and problem solve.**
- **Recognize students' effort when solving challenging problems.**

Florida Algebra 1-B, Semester B
Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions
Unit 4: Statistics
Course Activity: Math in Persuasion

MA.K12.MTR.2.1

Demonstrate understanding by representing problems in multiple ways.

Mathematicians who demonstrate understanding by representing problems in multiple ways:

- **Build understanding through modeling and using manipulatives.**
- **Represent solutions to problems in multiple ways using objects, drawings, tables, graphs and equations.**
- **Progress from modeling problems with objects and drawings to using algorithms and equations.**
- **Express connections between concepts and representations.**
- **Choose a representation based on the given context or purpose.**

Clarifications:
Teachers who encourage students to demonstrate understanding by representing problems in multiple ways:

- **Help students make connections between concepts and representations.**
- **Provide opportunities for students to use manipulatives when investigating concepts.**
- **Guide students from concrete to pictorial to abstract representations as understanding progresses.**
- **Show students that various representations can have different purposes and can be useful in different situations.**

Florida Algebra 1-B, Semester A
Unit 1: Radical Relationships

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Performing Operations on Radicals
Radicals and Exponents
Unit Activity: Radical Relationships
Unit 2: Exponential Relationships
Nonlinear Functions
Graphs of Exponential Relationships
Comparing Exponential Functions
Unit 3: Polynomial Operations
Dividing by Monomials
Adding and Subtracting Polynomials
Multiplying Polynomials
Unit 4: Polynomials and Factors
Factoring Polynomials, Part 1
Factoring Polynomials, Part 2
Unit Activity: Polynomials and Factors
Florida Algebra 1-B, Semester B
Unit 1: Quadratic Equations
Quadratic Relationships
Unit 2: Quadratic Functions
Graphs of Quadratic Relationships
Forms of Quadratic Equations
Writing Quadratic Functions and Equations
Unit 3: Extending Quadratic Relationships
Comparing Functions
Unit 4: Statistics
Visual Representations of Data

MA.K12.MTR.3.1

Complete tasks with mathematical fluency.

Mathematicians who complete tasks with mathematical fluency:

- **Select efficient and appropriate methods for solving problems within the given context.**
- **Maintain flexibility and accuracy while performing procedures and mental calculations.**
- **Complete tasks accurately and with confidence.**
- **Adapt procedures to apply them to a new context.**
- **Use feedback to improve efficiency when performing calculations.**

***Clarifications*:**

Teachers who encourage students to complete tasks with mathematical fluency:

- **Provide students with the flexibility to solve problems by selecting a procedure that allows them to solve efficiently and accurately.**
- **Offer multiple opportunities for students to practice efficient and generalizable methods.**
- **Provide opportunities for students to reflect on the method they used and determine if a more efficient method could have been used.**

Florida Algebra 1-B, Semester A

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Unit 1: Radical Relationships
Performing Operations on Radicals
Simplifying Cube Roots
Unit Activity: Radical Relationships
Properties of Exponents
Florida Algebra 1-B, Semester B
Unit 1: Quadratic Equations
Solving Quadratic Equations with Square Roots
Unit 3: Extending Quadratic Relationships
Solving Quadratic Equations by Completing the Square
The Quadratic Formula

MA.K12.MTR.4.1

Engage in discussions that reflect on the mathematical thinking of self and others.

Mathematicians who engage in discussions that reflect on the mathematical thinking of self and others:

- **Communicate mathematical ideas, vocabulary and methods effectively.**
- **Analyze the mathematical thinking of others.**
- **Compare the efficiency of a method to those expressed by others.**
- **Recognize errors and suggest how to correctly solve the task.**
- **Justify results by explaining methods and processes.**
- **Construct possible arguments based on evidence.**

***Clarifications*:**
Teachers who encourage students to engage in discussions that reflect on the mathematical thinking of self and others:

- **Establish a culture in which students ask questions of the teacher and their peers, and error is an opportunity for learning.**
- **Create opportunities for students to discuss their thinking with peers.**
- **Select, sequence and present student work to advance and deepen understanding of correct and increasingly efficient methods.**
- **Develop students' ability to justify methods and compare their responses to the responses of their peers.**

Florida Algebra 1-B, Semester A
Unit 1: Radical Relationships
Properties of Exponents
Unit 2: Exponential Relationships
Comparing Exponential Functions
Florida Algebra 1-B, Semester B
Unit 1: Quadratic Equations
Solving Quadratic Equations with Square Roots
Solving Quadratic Equations by Factoring
Unit 3: Extending Quadratic Relationships
Solving Quadratic Equations by Completing the Square
Unit 4: Statistics
Comparing Data Sets
Course Activity: Math in Persuasion

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MA.K12.MTR.5.1

Use patterns and structure to help understand and connect mathematical concepts.

Mathematicians who use patterns and structure to help understand and connect mathematical concepts:

- **Focus on relevant details within a problem.**
- **Create plans and procedures to logically order events, steps or ideas to solve problems.**
- **Decompose a complex problem into manageable parts.**
- **Relate previously learned concepts to new concepts.**
- **Look for similarities among problems.**
- **Connect solutions of problems to more complicated large-scale situations.**

***Clarifications*:**

Teachers who encourage students to use patterns and structure to help understand and connect mathematical concepts:

- **Help students recognize the patterns in the world around them and connect these patterns to mathematical concepts.**
- **Support students to develop generalizations based on the similarities found among problems.**
- **Provide opportunities for students to create plans and procedures to solve problems.**
- **Develop students' ability to construct relationships between their current understanding and more sophisticated ways of thinking.**

Florida Algebra 1-B, Semester A
- Unit 2: Exponential Relationships
  - Modeling with Exponential Functions
- Unit 3: Polynomial Operations
  - Dividing by Monomials
  - Adding and Subtracting Polynomials
  - Multiplying Polynomials
- Unit 4: Polynomials and Factors
  - Factoring Polynomials, Part 1
  - Factoring Polynomials, Part 2
  - Unit Activity: Polynomials and Factors

Florida Algebra 1-B, Semester B
- Unit 3: Extending Quadratic Relationships
  - Course Activity: Modeling with Functions

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MA.K12.MTR.6.1
Assess the reasonableness of solutions.

Mathematicians who assess the reasonableness of solutions:

- **Estimate to discover possible solutions.**
- **Use benchmark quantities to determine if a solution makes sense.**
- **Check calculations when solving problems.**
- **Verify possible solutions by explaining the methods used.**
- **Evaluate results based on the given context.**

***Clarifications*:**
Teachers who encourage students to assess the reasonableness of solutions:

- **Have students estimate or predict solutions prior to solving.**
- **Prompt students to continually ask, "Does this solution make sense? How do you know?"**
- **Reinforce that students check their work as they progress within and after a task.**
- **Strengthen students' ability to verify solutions through justifications.**

Florida Algebra 1-B, Semester B
Unit 2: Quadratic Functions
Unit Activity: Quadratic Functions
Unit 3: Extending Quadratic Relationships
Unit Activity: Extending Quadratic Relationships

MA.K12.MTR.7.1
Apply mathematics to real-world contexts.

Mathematicians who apply mathematics to real-world contexts:

- **Connect mathematical concepts to everyday experiences.**
- **Use models and methods to understand, represent and solve problems.**
- **Perform investigations to gather data or determine if a method is appropriate.**
- **Redesign models and methods to improve accuracy or efficiency.**

***Clarifications*:**
Teachers who encourage students to apply mathematics to real-world contexts:

- **Provide opportunities for students to create models, both concrete and abstract, and perform investigations.**
- **Challenge students to question the accuracy of their models and methods.**
- **Support students as they validate conclusions by comparing them to the given situation.**
- **Indicate how various concepts can be applied to other disciplines.**

Florida Algebra 1-B, Semester A
Unit 2: Exponential Relationships
Modeling with Exponential Functions
Course Activity: Writing Exponential Functions
Florida Algebra 1-B, Semester B
Unit 2: Quadratic Functions
Unit Activity: Quadratic Functions

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Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions
Unit Activity: Extending Quadratic Relationships
Unit 4: Statistics
Comparing Data Sets
Course Activity: Math in Persuasion
Two-Way Frequency Tables
Unit Activity: Statistics

ELA Expectations for Students

ELA.K12.EE.1.1
Cite evidence to explain and justify reasoning.

***Clarifications*:**
K-1 Students include textual evidence in their oral communication with guidance and support from adults. The evidence can consist of details from the text without naming the text. During 1st grade, students learn how to incorporate the evidence in their writing.

2-3 Students include relevant textual evidence in their written and oral communication. Students should name the text when they refer to it. In 3rd grade, students should use a combination of direct and indirect citations.

4-5 Students continue with previous skills and reference comments made by speakers and peers. Students cite texts that they've directly quoted, paraphrased, or used for information. When writing, students will use the form of citation dictated by the instructor or the style guide referenced by the instructor.

6-8 Students continue with previous skills and use a style guide to create a proper citation.

9-12 Students continue with previous skills and should be aware of existing style guides and the ways in which they differ.

Florida Algebra 1-B, Semester B
Unit 2: Quadratic Functions
Graphs of Quadratic Relationships
Unit Activity: Quadratic Functions
Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions
Unit 4: Statistics
Comparing Data Sets
Course Activity: Math in Persuasion
Two-Way Frequency Tables
Unit Activity: Statistics
Evaluating Reports

ELA.K12.EE.2.1
Read and comprehend grade-level complex texts proficiently.

***Clarifications*:**
See Text Complexity for grade-level complexity bands and a text complexity rubric.

Florida Algebra 1-B, Semester B

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Unit 3: Extending Quadratic Relationships
Course Activity: Modeling with Functions
Unit 4: Statistics
Evaluating Reports

ELA.K12.EE.3.1

Make inferences to support comprehension.

***Clarifications*:**

Students will make inferences before the words infer or inference are introduced. Kindergarten students will answer questions like "Why is the girl smiling?" or make predictions about what will happen based on the title page. Students will use the terms and apply them in 2nd grade and beyond.

Florida Algebra 1-B, Semester B
Unit 4: Statistics
Understanding Statistics
Visual Representations of Data
Comparing Data Sets
Two-Way Frequency Tables
Unit Activity: Statistics
Evaluating Reports

ELA.K12.EE.4.1

Use appropriate collaborative techniques and active listening skills when engaging in discussions in a variety of situations.

***Clarifications*:**

In kindergarten, students learn to listen to one another respectfully.

In grades 1-2, students build upon these skills by justifying what they are thinking. For example: "I think _____ because _____." The collaborative conversations are becoming academic conversations.

In grades 3-12, students engage in academic conversations discussing claims and justifying their reasoning, refining and applying skills. Students build on ideas, propel the conversation, and support claims and counterclaims with evidence.

Florida Algebra 1-B, Semester B
Unit 4: Statistics
Course Activity: Math in Persuasion

ELA.K12.EE.5.1

Use the accepted rules governing a specific format to create quality work.

***Clarifications*:**

Students will incorporate skills learned into work products to produce quality work. For students to incorporate these skills appropriately, they must receive instruction. A 3rd grade student creating a poster board display must have instruction in how to effectively present information to do quality work.

Florida Algebra 1-B, Semester B
Unit 4: Statistics
Course Activity: Math in Persuasion

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ELA.K12.EE.6.1

Use appropriate voice and tone when speaking or writing.

***Clarifications*:**

In kindergarten and 1st grade, students learn the difference between formal and informal language. For example, the way we talk to our friends differs from the way we speak to adults. In 2nd grade and beyond, students practice appropriate social and academic language to discuss texts.

- Florida Algebra 1-B, Semester A
  - Unit 2: Exponential Relationships
    - Course Activity: Writing Exponential Functions
- Florida Algebra 1-B, Semester B
  - Unit 4: Statistics
    - Course Activity: Math in Persuasion

English Language Development

ELD.K12.ELL.MA.1

English language learners communicate information, ideas and concepts necessary for academic success in the content area of Mathematics.

- Florida Algebra 1-B, Semester A
  - Unit 2: Exponential Relationships
    - Course Activity: Writing Exponential Functions
  - Unit 3: Polynomial Operations
    - Dividing by Monomials
    - Adding and Subtracting Polynomials
    - Multiplying Polynomials
- Florida Algebra 1-B, Semester B
  - Unit 1: Quadratic Equations
    - Solving Quadratic Equations by Factoring
  - Unit 2: Quadratic Functions
    - Forms of Quadratic Equations
    - Writing Quadratic Functions and Equations
  - Unit 3: Extending Quadratic Relationships
    - Solving Quadratic Equations by Completing the Square
    - The Quadratic Formula
  - Unit 4: Statistics
    - Visual Representations of Data

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Courseware

Curriculum Coverage Report to Florida Standards – Social Studies Courses (Frameworks) 2022 - 2023 -> M/J Civics (#2106010) 2022 - 2023

6/2/2022

INTRODUCTION

Edmentum Courseware supports the flexible needs of today's educators as they facilitate effective personalized learning. Courses may be used in their entirety, or modules can be used independently to supplement or enhance individual and varied learning environments. Use this document to review alignment of standards to each instructional activity.

The following courses were used in this correlation report:

Florida M/J Civics, Semester A v2.0
Florida M/J Civics, Semester B v2.0

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M/J Civics (#2106010) 2022 - 2023

Social Studies Strands

Strand: Civics and Government

SS.7.C.1 Demonstrate an understanding of the origins and purposes of government, law, and the American political system.

SS.7.C.1.1 Recognize how Enlightenment ideas including Montesquieu's view of separation of power and John Locke's theories related to natural law and how Locke's social contract influenced the Founding Fathers. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 18-19. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Origins of American Government
Writing the Constitution

SS.7.C.1.2 Trace the impact that the Magna Carta, English Bill of Rights, Mayflower Compact, and Thomas Paine's "Common Sense" had on colonists' views of government. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 20-21. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Origins of American Government

SS.7.C.1.3 Describe how English policies and responses to colonial concerns led to the writing of the Declaration of Independence. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 22-23. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Origins of American Government

SS.7.C.1.4 Analyze the ideas (natural rights, role of the government) and complaints set forth in the Declaration of Independence. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 24-25. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

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Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Origins of American Government

SS.7.C.1.5 Identify how the weaknesses of the Articles of Confederation led to the writing of the Constitution. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 26. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Writing the Constitution

SS.7.C.1.6 Interpret the intentions of the Preamble of the Constitution. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 27. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Writing the Constitution

SS.7.C.1.7 Describe how the Constitution limits the powers of government through separation of powers and checks and balances. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 28-29. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Writing the Constitution
Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
How Federalism Works

SS.7.C.1.8 Explain the viewpoints of the Federalists and the Anti-Federalists regarding the ratification of the Constitution and inclusion of a bill of rights. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 30. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Writing the Constitution

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SS.7.C.1.9 Define the rule of law and recognize its influence on the development of the American legal, political, and governmental systems. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 31. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Origins of American Government
Writing the Constitution

SS.7.C.2 Evaluate the roles, rights, and responsibilities of United States citizens, and determine methods of active participation in society, government, and the political system.

SS.7.C.2.1 Define the term "citizen," and identify legal means of becoming a United States citizen. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 32-33. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Citizenship

SS.7.C.2.2 Evaluate the obligations citizens have to obey laws, pay taxes, defend the nation, and serve on juries. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 34-35. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Citizenship

SS.7.C.2.3 Experience the responsibilities of citizens at the local, state, or federal levels. Clarifications: Examples are registering or pre-registering to vote, volunteering, communicating with government officials, informing others about current issues, participating in a political campaign/mock election.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Citizenship
Unit Activity: A Nation and Its People
Physical and Political Geography of the United States
Unit 3: Structure and Functions of the U.S. Government
The Legislative Branch

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Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
Unit Activity: Local Community Service

SS.7.C.2.4 Evaluate rights contained in the Bill of Rights and other amendments to the Constitution. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 36-37. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
The Bill of Rights and Individual Rights

SS.7.C.2.5 Distinguish how the Constitution safeguards and limits individual rights. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 38-39. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
The Bill of Rights and Individual Rights

SS.7.C.2.6 Simulate the trial process and the role of juries in the administration of justice.

Florida M/J Civics, Semester A v2.0
Unit 3: Structure and Functions of the U.S. Government
Unit Activity: The Judicial System

SS.7.C.2.7 Conduct a mock election to demonstrate the voting process and its impact on a school, community, or local level.

Florida M/J Civics, Semester B v2.0
Unit 2: The American Political System
Elections

SS.7.C.2.8 Identify America's current political parties, and illustrate their ideas about government. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 40. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 2: The American Political System
Political Parties

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SS.7.C.2.9 Evaluate candidates for political office by analyzing their qualifications, experience, issue-based platforms, debates, and political ads. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 41-42. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 2: The American Political System
Unit Activity: The American Political System

SS.7.C.2.10. Examine the impact of media, individuals, and interest groups on monitoring and influencing government. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 43. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
The Bureaucracy and Domestic Policy
Unit 2: The American Political System
Public Opinion, the Media, and Interest Groups

SS.7.C.2.11 Analyze media and political communications (bias, symbolism, propaganda). Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 44-45. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 2: The American Political System
Public Opinion, the Media, and Interest Groups

SS.7.C.2.12 Develop a plan to resolve a state or local problem by researching public policy alternatives, identifying appropriate government agencies to address the issue, and determining a course of action. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 46-47. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

The selected PLATO curriculum does not address this learning expectation.

SS.7.C.2.13 Examine multiple perspectives on public and current issues. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 48-49. Additional

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resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 2: The American Political System
Political Parties

SS.7.C.2.14 Conduct a service project to further the public good. Clarifications: The project can be at the school, community, state, national, or international level.

Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
Unit Activity: Local Community Service

SS.7.C.3 Demonstrate an understanding of the principles, functions, and organization of government.

SS.7.C.3.1 Compare different forms of government (direct democracy, representative democracy, socialism, communism, monarchy, oligarchy, autocracy). Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 50. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
What Is Government?

SS.7.C.3.2 Compare parliamentary, federal, confederal, and unitary systems of government. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 51-52. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
What Is Government?

SS.7.C.3.3 Illustrate the structure and function (three branches of government established in Articles I, II, and III with corresponding powers) of government in the United States as established in the Constitution. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 53-54. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 3: Structure and Functions of the U.S. Government
The Legislative Branch
The Executive Branch

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The Judicial Branch
Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
How Federalism Works

SS.7.C.3.4 Identify the relationship and division of powers between the federal government and state governments. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 55. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
How Federalism Works

SS.7.C.3.5 Explain the Constitutional amendment process. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 56. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Writing the Constitution

SS.7.C.3.6 Evaluate Constitutional rights and their impact on individuals and society. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 57. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
The Bill of Rights and Individual Rights

SS.7.C.3.7 Analyze the impact of the 13th, 14th, 15th, 19th, 24th, and 26th amendments on participation of minority groups in the American political process. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 58-59. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
The Bill of Rights and Individual Rights

SS.7.C.3.8 Analyze the structure, functions, and processes of the legislative, executive, and judicial branches. Clarifications: This benchmark is annually

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evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 60-61. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 3: Structure and Functions of the U.S. Government
The Legislative Branch
The Executive Branch
The Judicial Branch
Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
The Bureaucracy and Domestic Policy
Foreign Policy

SS.7.C.3.9 Illustrate the law making process at the local, state, and federal levels. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 60-61. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 3: Structure and Functions of the U.S. Government
The Legislative Branch
The Legal System
Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
State and Local Governments
The Bureaucracy and Domestic Policy

SS.7.C.3.10 Identify sources and types (civil, criminal, constitutional, military) of law. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 62. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 3: Structure and Functions of the U.S. Government
The Legal System

SS.7.C.3.11 Diagram the levels, functions, and powers of courts at the state and federal levels. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 63-64. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 3: Structure and Functions of the U.S. Government

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The Judicial Branch
The Legal System
Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
State and Local Governments

SS.7.C.3.12 Analyze the significance and outcomes of landmark Supreme Court cases including, but not limited to, Marbury v. Madison, Plessy v. Ferguson, Brown v. Board of Education, Gideon v. Wainwright, Miranda v. Arizona, in re Gault, Tinker v. Des Moines, Hazelwood v. Kuhlmeier, United States v. Nixon, and Bush v. Gore. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications page 65. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
The Bill of Rights and Individual Rights
Unit 3: Structure and Functions of the U.S. Government
The Executive Branch
The Judicial Branch
The Legal System
Unit Activity: The Judicial System

SS.7.C.3.13 Compare the constitutions of the United States and Florida. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 66-67. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
Writing the Constitution
Unit Activity: Foundations of American Government

SS.7.C.3.14 Differentiate between local, state, and federal governments' obligations and services. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 68-69. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester A v2.0
Unit 2: Foundations of American Government
What Is Government?
Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
State and Local Governments
How Federalism Works

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SS.7.C.4 Demonstrate an understanding of contemporary issues in world affairs, and evaluate the role and impact of United States foreign policy.

SS.7.C.4.1 Differentiate concepts related to United States domestic and foreign policy. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 70-71. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
The Bureaucracy and Domestic Policy
Foreign Policy

SS.7.C.4.2 Recognize government and citizen participation in international organizations. Clarifications: Examples are United Nations, NATO, Peace Corps, World Health Organization, World Trade Organization, International Court of Justice. This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 72-73. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
Foreign Policy

SS.7.C.4.3 Describe examples of how the United States has dealt with international conflicts. Clarifications: This benchmark is annually evaluated on the Civics End-of-Course Assessment. For more information on how this benchmark is evaluated view the Civics End-of-Course Assessment Test Item Specifications pages 74-75. Additional resources may be found on the FLDOE End-of-Course (EOC) Assessments webpage and the FLDOE Social Studies webpage.

Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
Foreign Policy

Strand: Economics

SS.7.E.1 Understand the fundamental concepts relevant to the development of a market economy.

SS.7.E.1.1 Explain how the principles of a market and mixed economy helped to develop the United States into a democratic nation.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
Basic Economic Principles

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SS.7.E.1.2 Discuss the importance of borrowing and lending in the United States, the government's role in controlling financial institutions, and list the advantages and disadvantages of using credit.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work

SS.7.E.1.3 Review the concepts of supply and demand, choice, scarcity, and opportunity cost as they relate to the development of the mixed market economy in the United States.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
Basic Economic Principles

SS.7.E.1.4 Discuss the function of financial institutions in the development of a market economy.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work

SS.7.E.1.5 Assess how profits, incentives, and competition motivate individuals, households, and businesses in a free market economy.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work
Basic Economic Principles

SS.7.E.1.6 Compare the national budget process to the personal budget process. Clarifications: Prepare an individual budget which includes housing, food, leisure, communication, and miscellaneous categories and compare that to federal government budget allocations.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
Unit Activity: Budgeting

SS.7.E.2 Understand the fundamental concepts relevant to the institutions, structure, and functions of a national economy.

SS.7.E.2.1 Explain how federal, state, and local taxes support the economy as a function of the United States government.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work

SS.7.E.2.2 Describe the banking system in the United States and its impact on the money supply. Clarifications: Examples are the Federal Reserve System and privately owned banks.

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Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work

SS.7.E.2.3 Identify and describe United States laws and regulations adopted to promote economic competition.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work

SS.7.E.2.4 Identify entrepreneurs from various gender, social, and ethnic backgrounds who started a business seeking to make a profit.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
Basic Economic Principles

SS.7.E.2.5 Explain how economic institutions impact the national economy. Clarifications: Examples are the stock market, banks, credit unions.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work

SS.7.E.3 Understand the fundamental concepts and interrelationships of the United States economy in the international marketplace.

SS.7.E.3.1 Explain how international trade requires a system for exchanging currency between and among nations.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The United States and the Global Economy

SS.7.E.3.2 Assess how the changing value of currency affects trade of goods and services between nations.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The United States and the Global Economy

SS.7.E.3.3 Compare and contrast a single resource economy with a diversified economy.

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The United States and the Global Economy

SS.7.E.3.4 Compare and contrast the standard of living in various countries today to that of the United States using gross domestic product (GDP) per capita as an indicator.

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Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The United States and the Global Economy

Strand: Geography

SS.7.G.1 Understand how to use maps and other geographic representations, tools, and technology to report information.

SS.7.G.1.1 Locate the fifty states and their capital cities in addition to the nation's capital on a map.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States

SS.7.G.1.2 Locate on a world map the territories and protectorates of the United States of America. Clarifications: Examples are American Samoa, Guam, Puerto Rico, U.S. Virgin Islands.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States

SS.7.G.1.3 Interpret maps to identify geopolitical divisions and boundaries of places in North America.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States

SS.7.G.2 Understand physical and cultural characteristics of places.

SS.7.G.2.1 Locate major cultural landmarks that are emblematic of the United States. Clarifications: Examples are Statue of Liberty, White House, Mount Rushmore, Capitol, Empire State Building, Gateway Arch, Independence Hall, Alamo, Hoover Dam.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
The People of the United States

SS.7.G.2.2 Locate major physical landmarks that are emblematic of the United States. Clarifications: Examples are Grand Canyon, Mt. Denali, Everglades, Great Salt Lake, Mississippi River, Great Plains.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
The People of the United States
Physical and Political Geography of the United States

SS.7.G.2.3 Explain how major physical characteristics, natural resources, climate, and absolute and relative location have influenced settlement, economies, and

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inter-governmental relations in North America.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States

SS.7.G.2.4 Describe current major cultural regions of North America. Clarifications: Examples are the South, Rust-belt, Silicon Valley.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
The People of the United States

SS.7.G.3 Understand the relationships between the Earth's ecosystems and the populations that dwell within them.

SS.7.G.3.1 Use maps to describe the location, abundance, and variety of natural resources in North America.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States

SS.7.G.4 Understand the characteristics, distribution, and migration of human populations.

SS.7.G.4.1 Use geographic terms and tools to explain cultural diffusion throughout North America.

The selected PLATO curriculum does not address this learning expectation.

SS.7.G.4.2 Use maps and other geographic tools to examine the importance of demographics within political divisions of the United States.

The selected PLATO curriculum does not address this learning expectation.

SS.7.G.5 Understand how human actions can impact the environment.

SS.7.G.5.1 Use a choropleth or other map to geographically represent current information about issues of conservation or ecology in the local community. Clarifications: Examples are tri-county mangrove decimation, beach erosion.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States

SS.7.G.6 Understand how to apply geography to interpret the past and present and plan for the future.

SS.7.G.6.1 Use Geographic Information Systems (GIS) or other technology to view maps of current information about the United States. Clarifications: Examples are population density, changes in census data, and district reapportionment over time.

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Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States

Supporting Standards

Mathematical Thinking and Reasoning

MA.K12.MTR.1.1
Actively participate in effortful learning both individually and collectively.

Mathematicians who participate in effortful learning both individually and with others:

- **Analyze the problem in a way that makes sense given the task.**
- **Ask questions that will help with solving the task.**
- **Build perseverance by modifying methods as needed while solving a challenging task.**
- **Stay engaged and maintain a positive mindset when working to solve tasks.**
- **Help and support each other when attempting a new method or approach.**

Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
Unit Activity: Budgeting

MA.K12.MTR.2.1
Demonstrate understanding by representing problems in multiple ways.

Mathematicians who demonstrate understanding by representing problems in multiple ways:

- **Build understanding through modeling and using manipulatives.**
- **Represent solutions to problems in multiple ways using objects, drawings, tables, graphs and equations.**
- **Progress from modeling problems with objects and drawings to using algorithms and equations.**
- **Express connections between concepts and representations.**
- **Choose a representation based on the given context or purpose.**

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Unit 3: The American Economic System
Unit Activity: Budgeting

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MA.K12.MTR.3.1
Complete tasks with mathematical fluency.

Mathematicians who complete tasks with mathematical fluency:

- **Select efficient and appropriate methods for solving problems within the given context.**
- **Maintain flexibility and accuracy while performing procedures and mental calculations.**
- **Complete tasks accurately and with confidence.**
- **Adapt procedures to apply them to a new context.**
- **Use feedback to improve efficiency when performing calculations.**

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States
Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work
Unit Activity: Budgeting

MA.K12.MTR.4.1
Engage in discussions that reflect on the mathematical thinking of self and others.

Mathematicians who engage in discussions that reflect on the mathematical thinking of self and others:

- **Communicate mathematical ideas, vocabulary and methods effectively.**
- **Analyze the mathematical thinking of others.**
- **Compare the efficiency of a method to those expressed by others.**
- **Recognize errors and suggest how to correctly solve the task.**
- **Justify results by explaining methods and processes.**
- **Construct possible arguments based on evidence.**

The selected PLATO curriculum does not address this learning expectation.

MA.K12.MTR.5.1
Use patterns and structure to help understand and connect mathematical concepts.

Mathematicians who use patterns and structure to help understand and connect mathematical concepts:

- **Focus on relevant details within a problem.**
- **Create plans and procedures to logically order events, steps or ideas to solve problems.**
- **Decompose a complex problem into manageable parts.**
- **Relate previously learned concepts to new concepts.**
- **Look for similarities among problems.**
- **Connect solutions of problems to more complicated large-scale situations.**

The selected PLATO curriculum does not address this learning expectation.

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MA.K12.MTR.6.1
Assess the reasonableness of solutions.

Mathematicians who assess the reasonableness of solutions:

- **Estimate to discover possible solutions.**
- **Use benchmark quantities to determine if a solution makes sense.**
- **Check calculations when solving problems.**
- **Verify possible solutions by explaining the methods used.**
- **Evaluate results based on the given context.**

The selected PLATO curriculum does not address this learning expectation.

MA.K12.MTR.7.1
Apply mathematics to real-world contexts.

Mathematicians who apply mathematics to real-world contexts:

- **Connect mathematical concepts to everyday experiences.**
- **Use models and methods to understand, represent and solve problems.**
- **Perform investigations to gather data or determine if a method is appropriate.**
- **Redesign models and methods to improve accuracy or efficiency.**

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Physical and Political Geography of the United States
Florida M/J Civics, Semester B v2.0
Unit 3: The American Economic System
The U.S. Economy at Work
Unit Activity: Budgeting

ELA Expectations for Students

ELA.K12.EE.1.1 Cite evidence to explain and justify reasoning.

The selected PLATO curriculum does not address this learning expectation.

ELA.K12.EE.2.1 Read and comprehend grade-level complex texts proficiently.
Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Unit Activity: A Nation and Its People
Physical and Political Geography of the United States
Unit 2: Foundations of American Government
Origins of American Government
Writing the Constitution
The Bill of Rights and Individual Rights
Unit 3: Structure and Functions of the U.S. Government
The Executive Branch
The Legal System
Unit Activity: The Judicial System
Florida M/J Civics, Semester B v2.0

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Unit 1: The Federal System
Unit Activity: Local Community Service
Unit 3: The American Economic System
The U.S. Economy at Work

ELA.K12.EE.3.1 Make inferences to support comprehension.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Unit Activity: A Nation and Its People
Physical and Political Geography of the United States
Unit 2: Foundations of American Government
Origins of American Government
Writing the Constitution
The Bill of Rights and Individual Rights
Unit 3: Structure and Functions of the U.S. Government
The Executive Branch
The Legal System
Unit Activity: The Judicial System
Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
Unit Activity: Local Community Service
Unit 3: The American Economic System
The U.S. Economy at Work

ELA.K12.EE.4.1
Use appropriate collaborative techniques and active listening skills when engaging in discussions in a variety of situations.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Discussion: A Nation and Its People
Unit 2: Foundations of American Government
Discussion: Foundations of American Government
Unit 3: Structure and Functions of the U.S. Government
Discussion: Structure and Functions of the U.S. Government
Florida M/J Civics, Semester B v2.0
Unit 1: The Federal System
Discussion: The Federal System
Unit 2: The American Political System
Discussion: The American Political System
Unit 3: The American Economic System
Discussion: The American Economic System

ELA.K12.EE.5.1
Use the accepted rules governing a specific format to create quality work.

The selected PLATO curriculum does not address this learning expectation.

ELA.K12.EE.6.1 Use appropriate voice and tone when speaking or writing.

Florida M/J Civics, Semester A v2.0
Unit 1: A Nation and Its People
Unit Activity: A Nation and Its People

English Language Development for English Language Learners

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ELD.K12.ELL.SI.1 English language learners communicate for social and instructional purposes within the school setting.

Florida M/J Civics, Semester A v2.0
- Unit 1: A Nation and Its People
  - Discussion: A Nation and Its People
- Unit 2: Foundations of American Government
  - Discussion: Foundations of American Government
- Unit 3: Structure and Functions of the U.S. Government
  - Discussion: Structure and Functions of the U.S. Government

Florida M/J Civics, Semester B v2.0
- Unit 1: The Federal System
  - Discussion: The Federal System
- Unit 2: The American Political System
  - Discussion: The American Political System
- Unit 3: The American Economic System
  - Discussion: The American Economic System

ELD.K12.ELL.SS.1 English language learners communicate information, ideas and concepts necessary for academic success in the content area of Social Studies.

Florida M/J Civics, Semester A v2.0
- Unit 1: A Nation and Its People
  - Unit Activity: A Nation and Its People
- Unit 2: Foundations of American Government
  - Unit Activity: Foundations of American Government
- Unit 3: Structure and Functions of the U.S. Government
  - Unit Activity: The Judicial System

Florida M/J Civics, Semester B v2.0
- Unit 1: The Federal System
  - Unit Activity: Local Community Service
- Unit 2: The American Political System
  - Unit Activity: The American Political System
- Unit 3: The American Economic System
  - Unit Activity: Budgeting

Health Education

HE.7.P.8.2 Articulate a position on a health-related issue and support it with accurate health information. Clarifications: Bullying prevention, Internet safety, and nutritional choices.

Florida M/J Civics, Semester B v2.0
- Unit 1: The Federal System
  - Unit Activity: Local Community Service

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Courseware

Curriculum Coverage Report to Florida Standards – Science Courses 2022 - And Beyond -> M/J Physical Science (#2003010) 2022 - And Beyond

5/27/2022

INTRODUCTION

Edmentum Courseware supports the flexible needs of today's educators as they facilitate effective personalized learning. Courses may be used in their entirety, or modules can be used independently to supplement or enhance individual and varied learning environments. Use this document to review alignment of standards to each instructional activity.

The following courses were used in this correlation report:

Florida M/J Physical Science, Semester A
Florida M/J Physical Science, Semester B

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M/J Physical Science (#2003010) 2022 - And Beyond

Content Standards

SC.6.N Nature of Science

SC.6.N.1 The Practice of Science

SC.6.N.1.1 Define a problem from the sixth grade curriculum, use appropriate reference materials to support scientific understanding, plan and carry out scientific investigation of various types, such as systematic observations or experiments, identify variables, collect and organize data, interpret data in charts, tables, and graphics, analyze information, make predictions, and defend conclusions.

- Florida M/J Physical Science, Semester A
  - Unit 2: Chemical Reactions
    - Course Activity: Observing a Chemical Reaction
    - Course Activity: Building a Device that Uses Energy from Chemical Reactions
  - Unit 3: Forces and Motion
    - Using Forces to Predict Motion
    - Course Activity: Exploring Forces
    - Course Activity: Investigating Forces and Motion
    - Collisions
    - Course Activity: Designing a Car Bumper
    - Unit Activity: Forces and Motion
  - Unit 1: Structure and Properties of Matter
    - Introduction to Physical Science
    - Course Activity: Examining Matter
    - Energy and Changes in State
    - Course Activity: Observing a Change in State
- Florida M/J Physical Science, Semester B
  - Unit 1: Force Fields
    - Electricity and Magnetism
    - Gravity
    - Course Activity: Finding Evidence of Force Fields
    - Electric Circuits
    - Electromagnets, Generators, and Motors
  - Unit 2: Energy
    - Course Activity: Describing the Movement of Energy
    - Course Activity: Investigating Gravity and Potential Energy
    - Potential Energy
    - Kinetic Energy
    - Energy Transfer and Transformation
    - Course Activity: Investigating Temperature Changes in Materials
    - Thermal Energy and Heat
    - Unit Activity: Energy
  - Unit 3: Waves
    - Exploring Waves

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Course Activity: Describing How Light Interacts with Matter
Interactions of Light with Matter

SC.6.N.1.2 Explain why scientific investigations should be replicable.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning

SC.6.N.1.3 Explain the difference between an experiment and other types of scientific investigation, and explain the relative benefits and limitations of each.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Course Activity: Observing a Chemical Reaction
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science
Course Activity: Examining Matter
Course Activity: Observing a Change in State

SC.6.N.1.4 Discuss, compare, and negotiate methods used, results obtained, and explanations among groups of students conducting the same investigation.

The selected PLATO curriculum does not address this learning expectation.

SC.6.N.1.5 Recognize that science involves creativity, not just in designing experiments, but also in creating explanations that fit evidence.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Course Activity: Building a Device that Uses Energy from Chemical Reactions
Unit 3: Forces and Motion
Course Activity: Designing a Car Bumper
Unit Activity: Forces and Motion
Unit 1: Structure and Properties of Matter
Introduction to Physical Science
Atoms and Elements
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Electromagnets, Generators, and Motors
Unit 2: Energy
Energy Transfer and Transformation
Unit Activity: Energy

SC.6.N.2 The Characteristics of Scientific Knowledge

SC.6.N.2.1 Distinguish science from other activities involving thought.

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Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science

SC.6.N.2.2 Explain that scientific knowledge is durable because it is open to change as new evidence or interpretations are encountered.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science
Atoms and Elements
Florida M/J Physical Science, Semester B
Unit 3: Waves
Light and Information About the Universe

SC.6.N.2.3 Recognize that scientists who make contributions to scientific knowledge come from all kinds of backgrounds and possess varied talents, interests, and goals.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Properties and Chemical Reactions
Atoms in Chemical Reactions
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Introduction to Physical Science
Atoms and Elements
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Electromagnets, Generators, and Motors

SC.6.N.3 The Role of Theories, Laws, Hypotheses, and Models

SC.6.N.3.1 Recognize and explain that a scientific theory is a well-supported and widely accepted explanation of nature and is not simply a claim posed by an individual. Thus, the use of the term theory in science is very different than how it is used in everyday life.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity

SC.6.N.3.2 Recognize and explain that a scientific law is a description of a specific relationship under given conditions in the natural world. Thus, scientific laws are different from societal laws.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter

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Course Activity: Scientific Reasoning
Introduction to Physical Science

SC.6.N.3.3 Give several examples of scientific laws.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Atoms in Chemical Reactions
Energy Changes in Chemical Reactions
Unit 3: Forces and Motion
Using Forces to Predict Motion
Course Activity: Investigating Forces and Motion
Collisions
Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity
Unit 2: Energy
Energy Transfer and Transformation

SC.6.N.3.4 Identify the role of models in the context of the sixth grade science benchmarks.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Atoms in Chemical Reactions
Course Activity: Building a Device that Uses Energy from Chemical Reactions
Unit 3: Forces and Motion
Using Forces to Predict Motion
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Course Activity: Building Models of Atomic Arrangements
Atoms and Elements
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Course Activity: Finding Evidence of Force Fields
Electric Circuits
Unit 2: Energy
Energy Transfer and Transformation
Unit 3: Waves
Course Activity: Describing How Light Interacts with Matter
Interactions of Light with Matter

SC.7.N Nature of Science

SC.7.N.1 The Practice of Science

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SC.7.N.1.1 Define a problem from the seventh grade curriculum, use appropriate reference materials to support scientific understanding, plan and carry out scientific investigation of various types, such as systematic observations or experiments, identify variables, collect and organize data, interpret data in charts, tables, and graphics, analyze information, make predictions, and defend conclusions.

- Florida M/J Physical Science, Semester A
  - Unit 2: Chemical Reactions
    - Course Activity: Observing a Chemical Reaction
    - Course Activity: Building a Device that Uses Energy from Chemical Reactions
  - Unit 3: Forces and Motion
    - Using Forces to Predict Motion
    - Course Activity: Exploring Forces
    - Course Activity: Investigating Forces and Motion
    - Collisions
    - Course Activity: Designing a Car Bumper
    - Unit Activity: Forces and Motion
  - Unit 1: Structure and Properties of Matter
    - Introduction to Physical Science
    - Course Activity: Examining Matter
    - Energy and Changes in State
    - Course Activity: Observing a Change in State
- Florida M/J Physical Science, Semester B
  - Unit 1: Force Fields
    - Electricity and Magnetism
    - Gravity
    - Course Activity: Finding Evidence of Force Fields
    - Electric Circuits
    - Electromagnets, Generators, and Motors
  - Unit 2: Energy
    - Course Activity: Describing the Movement of Energy
    - Course Activity: Investigating Gravity and Potential Energy
    - Potential Energy
    - Kinetic Energy
    - Energy Transfer and Transformation
    - Course Activity: Investigating Temperature Changes in Materials
    - Thermal Energy and Heat
    - Unit Activity: Energy
  - Unit 3: Waves
    - Exploring Waves
    - Course Activity: Describing How Light Interacts with Matter
    - Interactions of Light with Matter

SC.7.N.1.2 Differentiate replication (by others) from repetition (multiple trials).

- Florida M/J Physical Science, Semester A
  - Unit 1: Structure and Properties of Matter
    - Course Activity: Scientific Reasoning

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SC.7.N.1.3 Distinguish between an experiment (which must involve the identification and control of variables) and other forms of scientific investigation and explain that not all scientific knowledge is derived from experimentation.

Florida M/J Physical Science, Semester A
- Unit 2: Chemical Reactions
  - Course Activity: Observing a Chemical Reaction
- Unit 1: Structure and Properties of Matter
  - Unit Activity: Structure and Properties of Matter
  - Course Activity: Scientific Reasoning
  - Introduction to Physical Science
  - Course Activity: Examining Matter
  - Course Activity: Observing a Change in State

SC.7.N.1.4 Identify test variables (independent variables) and outcome variables (dependent variables) in an experiment.

Florida M/J Physical Science, Semester A
- Unit 2: Chemical Reactions
  - Course Activity: Observing a Chemical Reaction
- Unit 1: Structure and Properties of Matter
  - Course Activity: Scientific Reasoning
  - Course Activity: Observing a Change in State

Florida M/J Physical Science, Semester B
- Unit 2: Energy
  - Kinetic Energy
  - Course Activity: Investigating Temperature Changes in Materials

SC.7.N.1.5 Describe the methods used in the pursuit of a scientific explanation as seen in different fields of science such as biology, geology, and physics.

Florida M/J Physical Science, Semester A
- Unit 1: Structure and Properties of Matter
  - Course Activity: Scientific Reasoning
  - Course Activity: Examining Matter

Florida M/J Physical Science, Semester B
- Unit 1: Force Fields
  - Course Activity: Finding Evidence of Force Fields

SC.7.N.1.6 Explain that empirical evidence is the cumulative body of observations of a natural phenomenon on which scientific explanations are based.

Florida M/J Physical Science, Semester B
- Unit 1: Force Fields
  - Electromagnets, Generators, and Motors
- Unit 3: Waves
  - Light and Information About the Universe

SC.7.N.1.7 Explain that scientific knowledge is the result of a great deal of debate and confirmation within the science community.

Florida M/J Physical Science, Semester A

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Unit 2: Chemical Reactions
Synthetic Materials
Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science

SC.7.N.2 The Characteristics of Scientific Knowledge

SC.7.N.2.1 Identify an instance from the history of science in which scientific knowledge has changed when new evidence or new interpretations are encountered.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Atoms and Elements
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity
Unit 3: Waves
Light and Information About the Universe

SC.7.N.3 The Role of Theories, Laws, Hypotheses, and Models

SC.7.N.3.1 Recognize and explain the difference between theories and laws and give several examples of scientific theories and the evidence that supports them.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science
Atoms and Elements
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity

SC.7.N.3.2 Identify the benefits and limitations of the use of scientific models.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Atoms in Chemical Reactions
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Atoms and Elements
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Course Activity: Finding Evidence of Force Fields

SC.8.N Nature of Science

SC.8.N.1 The Practice of Science

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SC.8.N.1.1 Define a problem from the eighth grade curriculum using appropriate reference materials to support scientific understanding, plan and carry out scientific investigations of various types, such as systematic observations or experiments, identify variables, collect and organize data, interpret data in charts, tables, and graphics, analyze information, make predictions, and defend conclusions.

- Florida M/J Physical Science, Semester A
  - Unit 2: Chemical Reactions
    - Course Activity: Observing a Chemical Reaction
    - Course Activity: Building a Device that Uses Energy from Chemical Reactions
  - Unit 3: Forces and Motion
    - Using Forces to Predict Motion
    - Course Activity: Exploring Forces
    - Course Activity: Investigating Forces and Motion
    - Collisions
    - Course Activity: Designing a Car Bumper
    - Unit Activity: Forces and Motion
  - Unit 1: Structure and Properties of Matter
    - Introduction to Physical Science
    - Course Activity: Examining Matter
    - Energy and Changes in State
    - Course Activity: Observing a Change in State
- Florida M/J Physical Science, Semester B
  - Unit 1: Force Fields
    - Electricity and Magnetism
    - Gravity
    - Course Activity: Finding Evidence of Force Fields
    - Electric Circuits
    - Electromagnets, Generators, and Motors
  - Unit 2: Energy
    - Course Activity: Describing the Movement of Energy
    - Course Activity: Investigating Gravity and Potential Energy
    - Potential Energy
    - Kinetic Energy
    - Energy Transfer and Transformation
    - Course Activity: Investigating Temperature Changes in Materials
    - Thermal Energy and Heat
    - Unit Activity: Energy
  - Unit 3: Waves
    - Exploring Waves
    - Course Activity: Describing How Light Interacts with Matter
    - Interactions of Light with Matter

SC.8.N.1.2 Design and conduct a study using repeated trials and replication.

- Florida M/J Physical Science, Semester B
  - Unit 2: Energy
    - Course Activity: Investigating Gravity and Potential Energy

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SC.8.N.1.3 Use phrases such as "results support" or "fail to support" in science, understanding that science does not offer conclusive 'proof' of a knowledge claim.

The selected PLATO curriculum does not address this learning expectation.

SC.8.N.1.4 Explain how hypotheses are valuable if they lead to further investigations, even if they turn out not to be supported by the data.

Florida M/J Physical Science, Semester B
- Unit 1: Force Fields
  - Electromagnets, Generators, and Motors

SC.8.N.1.5 Analyze the methods used to develop a scientific explanation as seen in different fields of science.

Florida M/J Physical Science, Semester A
- Unit 1: Structure and Properties of Matter
  - Unit Activity: Structure and Properties of Matter
  - Course Activity: Scientific Reasoning
  - Course Activity: Examining Matter

Florida M/J Physical Science, Semester B
- Unit 1: Force Fields
  - Course Activity: Finding Evidence of Force Fields

SC.8.N.1.6 Understand that scientific investigations involve the collection of relevant empirical evidence, the use of logical reasoning, and the application of imagination in devising hypotheses, predictions, explanations and models to make sense of the collected evidence.

Florida M/J Physical Science, Semester A
- Unit 2: Chemical Reactions
  - Course Activity: Building a Device that Uses Energy from Chemical Reactions
- Unit 3: Forces and Motion
  - Collisions
  - Course Activity: Designing a Car Bumper
- Unit 1: Structure and Properties of Matter
  - Unit Activity: Structure and Properties of Matter

Florida M/J Physical Science, Semester B
- Unit 1: Force Fields
  - Course Activity: Finding Evidence of Force Fields
  - Electromagnets, Generators, and Motors
- Unit 2: Energy
  - Energy Transfer and Transformation
  - Thermal Energy and Heat

SC.8.N.2 The Characteristics of Scientific Knowledge

SC.8.N.2.1 Distinguish between scientific and pseudoscientific ideas.

The selected PLATO curriculum does not address this learning expectation.

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SC.8.N.2.2 Discuss what characterizes science and its methods.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science

SC.8.N.3 The Role of Theories, Laws, Hypotheses, and Models

SC.8.N.3.1 Select models useful in relating the results of their own investigations.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Atoms in Chemical Reactions
Course Activity: Building a Device that Uses Energy from Chemical Reactions
Unit 3: Forces and Motion
Using Forces to Predict Motion
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Course Activity: Finding Evidence of Force Fields
Electric Circuits
Unit 3: Waves
Course Activity: Describing How Light Interacts with Matter
Interactions of Light with Matter

SC.8.N.3.2 Explain why theories may be modified but are rarely discarded.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Course Activity: Scientific Reasoning
Introduction to Physical Science
Atoms and Elements
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity

SC.8.N.4 Science and Society

SC.8.N.4.1 Explain that science is one of the processes that can be used to inform decision making at the community, state, national, and international levels.

Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Course Activity: Conserving Electricity at Home

SC.8.N.4.2 Explain how political, social, and economic concerns can affect science, and vice versa.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Properties and Chemical Reactions

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Energy Changes in Chemical Reactions
Synthetic Materials
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Electromagnets, Generators, and Motors
Unit 2: Energy
Forms of Energy
Unit 3: Waves
Unit Activity: Waves

Physical Science

SC.6.P.11 Energy Transfer and Transformations

SC.6.P.11.1 Explore the Law of Conservation of Energy by differentiating between potential and kinetic energy. Identify situations where kinetic energy is transformed into potential energy and vice versa.

Florida M/J Physical Science, Semester B
Unit 2: Energy
Course Activity: Describing the Movement of Energy
Forms of Energy
Course Activity: Investigating Gravity and Potential Energy
Potential Energy
Kinetic Energy
Energy Transfer and Transformation

SC.6.P.12 Motion of Objects

SC.6.P.12.1 Measure and graph distance versus time for an object moving at a constant speed. Interpret this relationship.

Florida M/J Physical Science, Semester A
Unit 3: Forces and Motion
Motion and Motion Graphs

SC.6.P.13 Forces and Changes in Motion

SC.6.P.13.1 Investigate and describe types of forces including contact forces and forces acting at a distance, such as electrical, magnetic, and gravitational.

Florida M/J Physical Science, Semester A
Unit 3: Forces and Motion
Using Forces to Predict Motion
Course Activity: Exploring Forces
Course Activity: Investigating Forces and Motion
Collisions
Course Activity: Designing a Car Bumper
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity
Course Activity: Finding Evidence of Force Fields

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SC.6.P.13.2 Explore the Law of Gravity by recognizing that every object exerts gravitational force on every other object and that the force depends on how much mass the objects have and how far apart they are.

Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity

SC.6.P.13.3 Investigate and describe that an unbalanced force acting on an object changes its speed, or direction of motion, or both.

Florida M/J Physical Science, Semester A
Unit 3: Forces and Motion
Using Forces to Predict Motion
Course Activity: Investigating Forces and Motion
Collisions

SC.7.P.10 Forms of Energy

SC.7.P.10.1 Illustrate that the sun's energy arrives as radiation with a wide range of wavelengths, including infrared, visible, and ultraviolet, and that white light is made up of a spectrum of many different colors.

Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Electromagnets, Generators, and Motors
Unit 3: Waves
Exploring Waves
Light and Information About the Universe
Course Activity: Describing How Light Interacts with Matter
Interactions of Light with Matter
Unit Activity: Waves

SC.7.P.10.2 Observe and explain that light can be reflected, refracted, and/or absorbed.

Florida M/J Physical Science, Semester B
Unit 3: Waves
Light and Information About the Universe
Course Activity: Describing How Light Interacts with Matter
Interactions of Light with Matter

SC.7.P.10.3 Recognize that light waves, sound waves, and other waves move at different speeds in different materials.

Florida M/J Physical Science, Semester B
Unit 3: Waves
Exploring Waves

SC.7.P.11 Energy Transfer and Transformations

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SC.7.P.11.1 Recognize that adding heat to or removing heat from a system may result in a temperature change and possibly a change of state.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Energy and Changes in State
Course Activity: Observing a Change in State
Florida M/J Physical Science, Semester B
Unit 2: Energy
Thermal Energy and Heat

SC.7.P.11.2 Investigate and describe the transformation of energy from one form to another.

Florida M/J Physical Science, Semester B
Unit 2: Energy
Course Activity: Describing the Movement of Energy
Forms of Energy
Course Activity: Investigating Gravity and Potential Energy
Potential Energy
Kinetic Energy
Energy Transfer and Transformation

SC.7.P.11.3 Cite evidence to explain that energy cannot be created nor destroyed, only changed from one form to another.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Energy Changes in Chemical Reactions
Florida M/J Physical Science, Semester B
Unit 2: Energy
Energy Transfer and Transformation

SC.7.P.11.4 Observe and describe that heat flows in predictable ways, moving from warmer objects to cooler ones until they reach the same temperature.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Course Activity: Observing a Change in State
Florida M/J Physical Science, Semester B
Unit 2: Energy
Course Activity: Investigating Temperature Changes in Materials
Thermal Energy and Heat
Unit Activity: Energy

SC.8.P.8 Properties of Matter

SC.8.P.8.1 Explore the scientific theory of atoms (also known as atomic theory) by using models to explain the motion of particles in solids, liquids, and gases.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter

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Atoms and Elements

SC.8.P.8.2 Differentiate between weight and mass recognizing that weight is the amount of gravitational pull on an object and is distinct from, though proportional to, mass.

Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity

SC.8.P.8.3 Explore and describe the densities of various materials through measurement of their masses and volumes.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Properties and Chemical Reactions
Unit 1: Structure and Properties of Matter
Matter Around Us
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity

SC.8.P.8.4 Classify and compare substances on the basis of characteristic physical properties that can be demonstrated or measured; for example, density, thermal or electrical conductivity, solubility, magnetic properties, melting and boiling points, and know that these properties are independent of the amount of the sample.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Properties and Chemical Reactions
Synthetic Materials
Unit 1: Structure and Properties of Matter
Matter Around Us
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Electricity and Magnetism
Unit Activity: Force Fields

SC.8.P.8.5 Recognize that there are a finite number of elements and that their atoms combine in a multitude of ways to produce compounds that make up all of the living and nonliving things that we encounter.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Atoms in Chemical Reactions
Unit 1: Structure and Properties of Matter
Course Activity: Building Models of Atomic Arrangements
Atoms and Elements

SC.8.P.8.6 Recognize that elements are grouped in the periodic table according to similarities of their properties.

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Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Atoms and Elements

SC.8.P.8.7 Explore the scientific theory of atoms (also known as atomic theory) by recognizing that atoms are the smallest unit of an element and are composed of sub-atomic particles (electrons surrounding a nucleus containing protons and neutrons).

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Atoms and Elements

SC.8.P.8.8 Identify basic examples of and compare and classify the properties of compounds, including acids, bases, and salts.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Course Activity: Observing a Chemical Reaction
Unit 1: Structure and Properties of Matter
Matter Around Us

SC.8.P.8.9 Distinguish among mixtures (including solutions) and pure substances.

Florida M/J Physical Science, Semester A
Unit 1: Structure and Properties of Matter
Matter Around Us

SC.8.P.9 Changes in Matter

SC.8.P.9.1 Explore the Law of Conservation of Mass by demonstrating and concluding that mass is conserved when substances undergo physical and chemical changes.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Atoms in Chemical Reactions
Unit 1: Structure and Properties of Matter
Course Activity: Observing a Change in State

SC.8.P.9.2 Differentiate between physical changes and chemical changes.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Course Activity: Observing a Chemical Reaction
Properties and Chemical Reactions
Course Activity: Building a Device that Uses Energy from Chemical Reactions

SC.8.P.9.3 Investigate and describe how temperature influences chemical changes.

Florida M/J Physical Science, Semester A

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Unit 2: Chemical Reactions
Unit Activity: Chemical Reactions
Properties and Chemical Reactions
Energy Changes in Chemical Reactions

Supporting Standards

Mathematical Thinking and Reasoning

MA.K12.MTR.1.1
Actively participate in effortful learning both individually and collectively.

Mathematicians who participate in effortful learning both individually and with others:

- **Analyze the problem in a way that makes sense given the task.**
- **Ask questions that will help with solving the task.**
- **Build perseverance by modifying methods as needed while solving a challenging task.**
- **Stay engaged and maintain a positive mindset when working to solve tasks.**
- **Help and support each other when attempting a new method or approach.**

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Course Activity: Building a Device that Uses Energy from Chemical Reactions
Unit 3: Forces and Motion
Motion and Motion Graphs
Course Activity: Investigating Forces and Motion
Collisions
Course Activity: Designing a Car Bumper
Simple Machines
Unit 1: Structure and Properties of Matter
Course Activity: Examining Matter
Matter Around Us
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity
Electric Circuits
Course Activity: Conserving Electricity at Home
Unit 2: Energy
Course Activity: Investigating Gravity and Potential Energy
Potential Energy
Kinetic Energy
Energy Transfer and Transformation

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MA.K12.MTR.2.1

Demonstrate understanding by representing problems in multiple ways.

Mathematicians who demonstrate understanding by representing problems in multiple ways:

- **Build understanding through modeling and using manipulatives.**
- **Represent solutions to problems in multiple ways using objects, drawings, tables, graphs and equations.**
- **Progress from modeling problems with objects and drawings to using algorithms and equations.**
- **Express connections between concepts and representations.**
- **Choose a representation based on the given context or purpose.**

Florida M/J Physical Science, Semester A
- Unit 3: Forces and Motion
  - Motion and Motion Graphs
  - Collisions
- Unit 1: Structure and Properties of Matter
  - Course Activity: Examining Matter
  - Matter Around Us

Florida M/J Physical Science, Semester B
- Unit 1: Force Fields
  - Course Activity: Conserving Electricity at Home
- Unit 2: Energy
  - Course Activity: Investigating Gravity and Potential Energy
  - Potential Energy
  - Kinetic Energy
  - Energy Transfer and Transformation

MA.K12.MTR.3.1

Complete tasks with mathematical fluency.

Mathematicians who complete tasks with mathematical fluency:

- **Select efficient and appropriate methods for solving problems within the given context.**
- **Maintain flexibility and accuracy while performing procedures and mental calculations.**
- **Complete tasks accurately and with confidence.**
- **Adapt procedures to apply them to a new context.**
- **Use feedback to improve efficiency when performing calculations.**

Florida M/J Physical Science, Semester A
- Unit 2: Chemical Reactions
  - Properties and Chemical Reactions
  - Course Activity: Building a Device that Uses Energy from Chemical Reactions
- Unit 3: Forces and Motion
  - Motion and Motion Graphs
  - Course Activity: Investigating Forces and Motion
  - Collisions
  - Course Activity: Designing a Car Bumper

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Simple Machines
Unit 1: Structure and Properties of Matter
Course Activity: Examining Matter
Matter Around Us
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity
Electric Circuits
Course Activity: Conserving Electricity at Home
Unit 2: Energy
Course Activity: Investigating Gravity and Potential Energy
Potential Energy
Kinetic Energy
Energy Transfer and Transformation

MA.K12.MTR.4.1

Engage in discussions that reflect on the mathematical thinking of self and others.

Mathematicians who engage in discussions that reflect on the mathematical thinking of self and others:

- **Communicate mathematical ideas, vocabulary and methods effectively.**
- **Analyze the mathematical thinking of others.**
- **Compare the efficiency of a method to those expressed by others.**
- **Recognize errors and suggest how to correctly solve the task.**
- **Justify results by explaining methods and processes.**
- **Construct possible arguments based on evidence.**

The selected PLATO curriculum does not address this learning expectation.

MA.K12.MTR.5.1

Use patterns and structure to help understand and connect mathematical concepts.

Mathematicians who use patterns and structure to help understand and connect mathematical concepts:

- **Focus on relevant details within a problem.**
- **Create plans and procedures to logically order events, steps or ideas to solve problems.**
- **Decompose a complex problem into manageable parts.**
- **Relate previously learned concepts to new concepts.**
- **Look for similarities among problems.**
- **Connect solutions of problems to more complicated large-scale situations.**

Florida M/J Physical Science, Semester B
Unit 2: Energy
Energy Transfer and Transformation

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MA.K12.MTR.6.1
Assess the reasonableness of solutions.

Mathematicians who assess the reasonableness of solutions:

- **Estimate to discover possible solutions.**
- **Use benchmark quantities to determine if a solution makes sense.**
- **Check calculations when solving problems.**
- **Verify possible solutions by explaining the methods used.**
- **Evaluate results based on the given context.**

The selected PLATO curriculum does not address this learning expectation.

MA.K12.MTR.7.1
Apply mathematics to real-world contexts.

Mathematicians who apply mathematics to real-world contexts:

- **Connect mathematical concepts to everyday experiences.**
- **Use models and methods to understand, represent and solve problems.**
- **Perform investigations to gather data or determine if a method is appropriate.**
- **Redesign models and methods to improve accuracy or efficiency.**

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Properties and Chemical Reactions
Course Activity: Building a Device that Uses Energy from Chemical Reactions
Unit 3: Forces and Motion
Motion and Motion Graphs
Course Activity: Investigating Forces and Motion
Collisions
Course Activity: Designing a Car Bumper
Simple Machines
Unit 1: Structure and Properties of Matter
Course Activity: Examining Matter
Matter Around Us
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Gravity
Electric Circuits
Course Activity: Conserving Electricity at Home
Unit 2: Energy
Course Activity: Investigating Gravity and Potential Energy
Potential Energy
Kinetic Energy
Energy Transfer and Transformation

ELA Expectations for Students

ELA.K12.EE.1.1 Cite evidence to explain and justify reasoning.
Florida M/J Physical Science, Semester A

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Unit 2: Chemical Reactions
Unit Activity: Chemical Reactions
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Unit Activity: Force Fields
Unit 3: Waves
Unit Activity: Waves

ELA.K12.EE.2.1 Read and comprehend grade-level complex texts proficiently.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Unit Activity: Chemical Reactions
Discussion: Chemical Reactions
Properties and Chemical Reactions
Atoms in Chemical Reactions
Synthetic Materials
Unit 3: Forces and Motion
Using Forces to Predict Motion
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Matter Around Us
Energy and Changes in State
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Unit Activity: Force Fields
Gravity
Electric Circuits
Unit 2: Energy
Forms of Energy
Thermal Energy and Heat
Unit 3: Waves
Interactions of Light with Matter
Unit Activity: Waves

ELA.K12.EE.3.1 Make inferences to support comprehension.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Unit Activity: Chemical Reactions
Discussion: Chemical Reactions
Properties and Chemical Reactions
Atoms in Chemical Reactions
Synthetic Materials
Unit 3: Forces and Motion
Using Forces to Predict Motion
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Matter Around Us
Energy and Changes in State
Florida M/J Physical Science, Semester B

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Unit 1: Force Fields
Unit Activity: Force Fields
Gravity
Electric Circuits
Unit 2: Energy
Forms of Energy
Thermal Energy and Heat
Unit 3: Waves
Interactions of Light with Matter
Unit Activity: Waves

ELA.K12.EE.4.1

Use appropriate collaborative techniques and active listening skills when engaging in discussions in a variety of situations.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Discussion: Chemical Reactions
Unit 3: Forces and Motion
Discussion: Forces and Motion
Unit 1: Structure and Properties of Matter
Discussion: Structure and Properties of Matter
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Discussion: Force Fields
Unit 2: Energy
Discussion: Energy
Unit 3: Waves
Discussion: Waves

ELA.K12.EE.5.1

Use the accepted rules governing a specific format to create quality work.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Unit Activity: Chemical Reactions
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Unit Activity: Force Fields
Unit 3: Waves
Unit Activity: Waves

ELA.K12.EE.6.1 Use appropriate voice and tone when speaking or writing.

Florida M/J Physical Science, Semester A
Unit 2: Chemical Reactions
Unit Activity: Chemical Reactions
Unit 1: Structure and Properties of Matter
Unit Activity: Structure and Properties of Matter
Florida M/J Physical Science, Semester B
Unit 1: Force Fields
Unit Activity: Force Fields
Unit 3: Waves

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Unit Activity: Waves

English Language Development for English Language Learners

ELD.K12.ELL.SC.1 English language learners communicate information, ideas and concepts necessary for academic success in the content area of Science.

Florida M/J Physical Science, Semester A
- Unit 2: Chemical Reactions
  - Discussion: Chemical Reactions
- Unit 3: Forces and Motion
  - Discussion: Forces and Motion
- Unit 1: Structure and Properties of Matter
  - Discussion: Structure and Properties of Matter

Florida M/J Physical Science, Semester B
- Unit 1: Force Fields
  - Discussion: Force Fields
- Unit 2: Energy
  - Discussion: Energy
- Unit 3: Waves
  - Discussion: Waves

ELD.K12.ELL.SI.1 English language learners communicate for social and instructional purposes within the school setting.

Florida M/J Physical Science, Semester A
- Unit 2: Chemical Reactions
  - Unit Activity: Chemical Reactions
- Unit 1: Structure and Properties of Matter
  - Unit Activity: Structure and Properties of Matter

Florida M/J Physical Science, Semester B
- Unit 1: Force Fields
  - Unit Activity: Force Fields
- Unit 3: Waves
  - Unit Activity: Waves

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Courseware

Curriculum Coverage Report to Florida Standards – English/Language Arts Courses 2022 - And Beyond

8/15/2022

INTRODUCTION

Edmentum Courseware supports the flexible needs of today's educators as they facilitate effective personalized learning. Courses may be used in their entirety, or modules can be used independently to supplement or enhance individual and varied learning environments. Use this document to review alignment of standards to each instructional activity.

The following courses were used in this correlation report:

Florida English 1, Semester A v4.0
Florida English 1, Semester B v4.0

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English/Language Arts Courses 2022 - And Beyond

1001310 - English 1

Content Standards

9th Grade

Communication

ELA.9.C.1 Communicating Through Writing

ELA.9.C.1.2:
Narrative Writing
Write narratives using narrative techniques, varied transitions, and a clearly established point of view.

Benchmark Clarifications:
Clarification 1: **See Writing Types and Narrative Techniques.**

- Florida English 1, Semester A v4.0
  - Unit 3: Looking Inward
    - Unit Activity: Write a Personal Narrative Exploring Identity
    - Planning and Developing Your Writing with Model Texts
- Florida English 1, Semester B v4.0
  - Unit 2: More Than Just Fun and Games
    - Determining and Analyzing Theme in "The Perfect Match"

ELA.9.C.1.3:
Argumentative Writing
Write to argue a position, supporting claims using logical reasoning and credible evidence from multiple sources, rebutting counterclaims with relevant evidence, using a logical organizational structure, elaboration, purposeful transitions, and a tone appropriate to the task.

Benchmark Clarification:
Clarification 1: **See Writing Types and Elaborative Techniques.**

- Florida English 1, Semester A v4.0
  - Unit 1: Page Turners and Plot Twists
    - Unit Activity: Write a Literature Analysis on Authorial Techniques
    - Examining the Relationship Between Pacing and Tension in "The Monkey's Paw"
    - Analyzing How Pacing and Structure Create Suspense in "New Chicago"
    - Analyzing Theme Development in "New Chicago"
  - Unit 2: Leaving a Legacy
    - Researching What It Takes to Make a Difference
    - Unit Activity: Write an Argument on What it Takes to Make a Difference
  - Unit 3: Looking Inward
    - Comparing Point of View in "The Cutting of My Long Hair" and "By Any Other Name"

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Analyzing Two Accounts of Helen Keller's Life
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Unit Activity: Write a Literature Analysis on Love and Conflict
Analyzing Shakespeare's "Romeo and Juliet" and Ovid's "Pyramus and Thisbe"
Analyzing Dramatic Irony and Theme in Romeo and Juliet: Act 5, Scene 3
Analyzing Structure and Theme in Romeo and Juliet: Act 2, Scenes 4-6
Comparing Character Interactions in Romeo and Juliet: Act 4
Analyzing Character Motivations in Romeo and Juliet: Act 1, Scenes 1-2
Analyzing Character Interaction in Romeo and Juliet: Act 1, Scenes 3-4
Analyzing a Visual Representation of Romeo and Juliet: Act 1, Scene 5
Analyzing Tension in Romeo and Juliet: Act 2, Scenes 1-3
Unit 2: More Than Just Fun and Games
Course Activity: Compare and Evaluate Opposing Arguments
Unit 3: Historically Speaking
Unit Activity: Writing and Presenting an Argument
Comparing the Development of Claims and Counterclaims in "On Women's Right to Vote" and "I Am for the Equal Rights Amendment" Speeches
Drafting a Rhetorical Analysis

ELA.9.C.1.4:

Expository Writing

Write expository texts to explain and analyze information from multiple sources, using a logical organization, varied purposeful transitions, and a tone appropriate to the task.

Benchmark Clarifications:

Clarification 1: **See Writing Types.**

Florida English 1, Semester A v4.0
Unit 4: A Natural Balance
Analyzing How Ideas are Developed and Refined in "Nobel Goes for Developing Drugs from Nature"
Determining Technical Meanings in "Clean Tech Rises Again"
Examining Rhetoric and Point of View in the Speech "All-of-the-Above"
Unit Activity: Write an Expository Essay Explaining Humans' Role in Nature
Florida English 1, Semester B v4.0
Unit 2: More Than Just Fun and Games
Unit Activity: Write an Expository Essay Explaining the Impact of Technology

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Conducting Research on the Impact of Technology
Unit 4: The Power of Youth
Analyzing Structural Elements of an Expository Text to Develop an Outline
Synthesizing and Citing Sources to Develop a Paper
Strengthening Writing through Editing, Revision, and Feedback
Crafting a Research Question and Developing a Plan

ELA.9.C.1.5:

Improving Writing

Improve writing by considering feedback from adults, peers, and/or online editing tools, revising for clarity and cohesiveness.

Florida English 1, Semester A v4.0
Unit 3: Looking Inward
Unit Activity: Write a Personal Narrative Exploring Identity
Unit 4: A Natural Balance
Unit Activity: Write an Expository Essay Explaining Humans' Role in Nature
Florida English 1, Semester B v4.0
Unit 2: More Than Just Fun and Games
Course Activity: Compare and Evaluate Opposing Arguments
Unit 3: Historically Speaking
Unit Activity: Writing and Presenting an Argument
Unit 4: The Power of Youth
Strengthening Writing through Editing, Revision, and Feedback
Unit Activity: Presenting and Publishing Research Findings

ELA.9.C.2 Communicating Orally

ELA.9.C.2.1:

Oral Presentation

Present information orally, with a logical organization and coherent focus, with credible evidence, creating a clear perspective.

Benchmark Clarifications:

Clarification 1: **At this grade level, the emphasis is on the content, but students are still expected to follow earlier expectations: volume, pronunciation, and pacing. A clear perspective is the through-line that unites the elements of the presentation.**

Clarification 2: **For further guidance, see the Secondary Oral Communication Rubric.**

Florida English 1, Semester B v4.0
Unit 2: More Than Just Fun and Games
Unit Activity: Write an Expository Essay Explaining the Impact of Technology
Unit 4: The Power of Youth
Unit Activity: Presenting and Publishing Research Findings

ELA.9.C.3 Following Conventions

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ELA.9.C.3.1:

Conventions

Follow the rules of standard English grammar, punctuation, capitalization, and spelling appropriate to grade level.

Benchmark Clarifications:

Clarification 1:

Skills to be implemented but not yet mastered are as follows:

- **Add variety to writing or presentations by using parallel structure and various types of phrases and clauses.**
- **Use knowledge of usage rules to create flow in writing and presenting.**

Clarification 2: **See Convention Progression by Grade Level.**

Florida English 1, Semester A v4.0
- Unit 1: Page Turners and Plot Twists
  - Unit Activity: Write a Literature Analysis on Authorial Techniques Examining the Relationship Between Structure and Effect in "Games at Twilight"
- Unit 2: Leaving a Legacy
  - Analyzing Theme Development through Details and Parallel Structure in "If"
  - Evaluating Evidence in an Informational Text
  - Unit Activity: Write an Argument on What it Takes to Make a Difference
- Unit 3: Looking Inward
  - Analyzing Text Structure in The Story of My Life
- Unit 4: A Natural Balance
  - Analyzing How Authors Connect Ideas in "Survival is Your Own Responsibility"
  - Unit Activity: Write an Expository Essay Explaining Humans' Role in Nature

Florida English 1, Semester B v4.0
- Unit 1: Love and Conflict in Romeo and Juliet
  - Unit Activity: Write a Literature Analysis on Love and Conflict Comparing Character Interactions in Romeo and Juliet: Act 4
- Unit 2: More Than Just Fun and Games
  - Course Activity: Compare and Evaluate Opposing Arguments
  - Unit Activity: Write an Expository Essay Explaining the Impact of Technology
- Unit 3: Historically Speaking
  - Unit Activity: Writing and Presenting an Argument
- Unit 4: The Power of Youth
  - Strengthening Writing through Editing, Revision, and Feedback Creating a Multimedia Presentation
  - Unit Activity: Presenting and Publishing Research Findings

ELA.9.C.4 Researching

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ELA.9.C.4.1:

Researching and Using Information

Conduct research to answer a question, drawing on multiple reliable and valid sources, and refining the scope of the question to align with findings.

Benchmark Clarifications:

Clarification 1: **There is no requirement that students research the additional questions generated.**

Florida English 1, Semester A v4.0
- Unit 2: Leaving a Legacy
  - Researching What It Takes to Make a Difference

Florida English 1, Semester B v4.0
- Unit 2: More Than Just Fun and Games
  - Analyzing Portrayals of Katherine Johnson in Different Mediums
  - Conducting Research on the Impact of Technology
- Unit 3: Historically Speaking
  - Analyzing Purpose, Audience, and Message in "Four Freedoms"
- Unit 4: The Power of Youth
  - Gathering Information Using Keywords and Phrases
  - Evaluating Sources to Determine Usefulness and Connections to the Research Topic
  - Evaluating Sources for Credibility and Reliability
  - Synthesizing and Citing Sources to Develop a Paper
  - Crafting a Research Question and Developing a Plan

ELA.9.C.5 Creating and Collaborating

ELA.9.C.5.1:

Multimedia

Create digital presentations with coherent ideas and a clear perspective.

Benchmark Clarifications:

Clarification 1: **The presentation may be delivered live or delivered as a stand-alone digital experience.**

Florida English 1, Semester B v4.0
- Unit 1: Love and Conflict in Romeo and Juliet
  - Course Activity: Evaluate the Impact of Irony in Romeo and Juliet
- Unit 2: More Than Just Fun and Games
  - Unit Activity: Write an Expository Essay Explaining the Impact of Technology
- Unit 4: The Power of Youth
  - Creating a Multimedia Presentation
  - Unit Activity: Presenting and Publishing Research Findings

ELA.9.C.5.2:

Technology in Communication

Use online collaborative platforms to create and export publication-ready quality writing tailored to a specific audience.

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Florida English 1, Semester B v4.0
Unit 4: The Power of Youth
Unit Activity: Presenting and Publishing Research Findings

Reading

ELA.9.R.1 Reading Prose and Poetry

ELA.9.R.1.1:
Literary Elements
Explain how key elements enhance or add layers of meaning and/or style in a literary text.

Benchmark Clarifications:
Clarification 1: **Key elements of a literary text are setting, plot, characterization, conflict, point of view, theme, and tone.**
Clarification 2: **For layers of meaning, any methodology or model may be used as long as students understand that text may have multiple layers and that authors use techniques to achieve those layers. A very workable model for looking at layers of meaning is that of I.A. Richards:**
Layer 1) the literal level, what the words actually mean
Layer 2) mood, those feelings that are evoked in the reader
Layer 3) tone, the author's attitude
Layer 4) author's purpose (interpretation of author's purpose as it is often inferred)
Clarification 3: **Style is the way in which the writer uses techniques for effect. It is distinct from meaning but can be used to make the author's message more effective. The components of style are diction, syntax, grammar, and use of figurative language. Style helps to create the author's voice.**

Florida English 1, Semester A v4.0
Unit 1: Page Turners and Plot Twists
Unit Activity: Write a Literature Analysis on Authorial Techniques
Analyzing Character, Structure, and Theme in "The Odyssey"
Analyzing How Order of Events Creates Tension in "The Monkey's Paw"
Examining the Relationship Between Pacing and Tension in "The Monkey's Paw"
Analyzing How Pacing and Structure Create Suspense in "New Chicago"
Analyzing Theme Development in "New Chicago"
Examining the Relationship Between Structure and Effect in "Games at Twilight"
Analyzing Nuance in Words in "The Tell-Tale Heart"
Unit 2: Leaving a Legacy
Analyzing Theme Development through Details and Parallel Structure in "If"
Analyzing Character Interactions in "An Hour with Abuelo"
Analyzing Theme Development in "An Hour with Abuelo"

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Unit 4: A Natural Balance
Analyzing the Development of Theme in "To Build a Fire"
Course Activity: Examine How Figurative Language Creates Mood
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Course Activity: Evaluate the Impact of Irony in Romeo and Juliet
Unit Activity: Write a Literature Analysis on Love and Conflict
Analyzing How Characters Develop Theme in Romeo and Juliet: Act 3, Scenes 1-2
Analyzing How Language Reveals Character and Theme in Romeo and Juliet: Act 3, Scenes 3-5
Comparing Character Interactions in Romeo and Juliet: Act 4
Analyzing Character Motivations in Romeo and Juliet: Act 1, Scenes 1-2
Analyzing Character Interaction in Romeo and Juliet: Act 1, Scenes 3-4
Analyzing Tension in Romeo and Juliet: Act 2, Scenes 1-3
Unit 2: More Than Just Fun and Games
Determining and Analyzing Theme in "The Perfect Match"

ELA.9.R.1.2:
Theme
Analyze universal themes and their development throughout a literary text.

Benchmark Clarifications:
Clarification 1: **A universal theme is an idea that applies to anyone, anywhere, regardless of cultural differences. Examples include but are not limited to an individual's or a community's confrontation with nature; an individual's struggle toward understanding, awareness, and/or spiritual enlightenment; the tension between the ideal and the real; the conflict between human beings and advancements in technology/science; the impact of the past on the present; the inevitability of fate; the struggle for equality; and the loss of innocence.**

Florida English 1, Semester A v4.0
Unit 1: Page Turners and Plot Twists
Analyzing Theme Development in "New Chicago"
Comparing a Text to Source Material in "The Monkey's Paw" and "New Chicago"
Unit 2: Leaving a Legacy
Analyzing Theme Development through Details and Parallel Structure in "If"
Analyzing Theme Development in "An Hour with Abuelo"
Unit 4: A Natural Balance
Analyzing the Development of Theme in "To Build a Fire"
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet

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Analyzing Shakespeare's "Romeo and Juliet" and Ovid's "Pyramus and Thisbe"
Analyzing Dramatic Irony and Theme in Romeo and Juliet: Act 5, Scene 3
Analyzing Structure and Theme in Romeo and Juliet: Act 2, Scenes 4-6
Analyzing How Characters Develop Theme in Romeo and Juliet: Act 3, Scenes 1-2
Comparing Character Interactions in Romeo and Juliet: Act 4
Unit 2: More Than Just Fun and Games
Determining and Analyzing Theme in "The Perfect Match"

ELA.9.R.1.3:

Perspective and Point of View

Analyze the influence of narrator perspective on a text, explaining how the author creates irony or satire.

Benchmark Clarifications:

Clarification 1: **See Rhetorical Devices for more information on irony.**

Florida English 1, Semester A v4.0
Unit 1: Page Turners and Plot Twists
Analyzing Nuance in Words in "The Tell-Tale Heart"
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Course Activity: Evaluate the Impact of Irony in Romeo and Juliet
Analyzing Dramatic Irony and Theme in Romeo and Juliet: Act 5, Scene 3
Analyzing Tension in Romeo and Juliet: Act 2, Scenes 1-3

ELA.9.R.1.4:

Poetry

Analyze the characters, structures, and themes of epic poetry.

Benchmark Clarifications:

Clarification 1: **For more information, see Literary Periods.**

Florida English 1, Semester A v4.0
Unit 1: Page Turners and Plot Twists
Analyzing Character, Structure, and Theme in "The Odyssey"

ELA.9.R.2 Reading Informational Text

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ELA.9.R.2.1:

Structure

Analyze how multiple text structures and/or features convey a purpose and/or meaning in texts.

Benchmark Clarifications:

Clarification 1: **Students will analyze the use of the following structures: description, problem/solution, chronological, compare and contrast, cause and effect, and sequence.**

Clarification 2: **Students will analyze the use of the following features: table of contents, headings, captions, photographs, graphs, charts, illustrations, glossary, footnotes, annotations, and appendices.**

- Florida English 1, Semester A v4.0
  - Unit 2: Leaving a Legacy
    - Examining the Order of Ideas in “Yangon’s Hero, Wielding Power of Stop and Go”
  - Unit 3: Looking Inward
    - Analyzing How Ideas are Developed and Refined in "Ingles in Thirty Minutes"
    - Analyzing Text Structure in The Story of My Life
  - Unit 4: A Natural Balance
    - Analyzing How Authors Connect Ideas in "Survival is Your Own Responsibility"
    - Analyzing How Ideas are Developed and Refined in "Nobel Goes for Developing Drugs from Nature"
- Florida English 1, Semester B v4.0
  - Unit 2: More Than Just Fun and Games
    - Analyzing Portrayals of Katherine Johnson in Different Mediums
  - Unit 4: The Power of Youth
    - Gathering Information Using Keywords and Phrases
    - Analyzing Structural Elements of an Expository Text to Develop an Outline

ELA.9.R.2.2:

Central Idea

Evaluate the support an author uses to develop the central idea(s) throughout a text.

Benchmark Clarifications:

Clarification 1: **In this grade level, students are using and responsible for the appeals of logos, ethos, and pathos.**

Clarification 2: **See Rhetorical Appeals and Rhetorical Devices.**

- Florida English 1, Semester A v4.0
  - Unit 2: Leaving a Legacy
    - Evaluating Evidence in an Informational Text
    - Analyzing Argument in "Letter from Frederick Douglass to Harriet Tubman"
  - Unit 3: Looking Inward
    - Analyzing Central Idea Development in "By Any Other Name"

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Comparing Point of View in "The Cutting of My Long Hair" and "By Any Other Name"
Unit 4: A Natural Balance
Analyzing Point of View and Central Idea in Texts
Florida English 1, Semester B v4.0
Unit 2: More Than Just Fun and Games
Analyzing Central Idea and Author's Purpose in Informational Texts
Analyzing Connections Between Ideas in an Informational Text
Unit 3: Historically Speaking
Examining the Elements of Argument in The Declaration of Independence
Analyzing an Author's use of Rhetoric to Advance Purpose in "What to a Slave is the Fourth of July?"
Unit 4: The Power of Youth
Gathering Information Using Keywords and Phrases

ELA.9.R.2.3:

Purpose and Perspective

Analyze how an author establishes and achieves purpose(s) through rhetorical appeals and/or figurative language.

Benchmark Clarifications:

Clarification 1: **Figurative language use that students will analyze are metaphor, simile, alliteration, onomatopoeia, personification, hyperbole, meiosis (understatement), allusion, and idiom. Other examples can be used in instruction.**

Clarification 2: **Students will explain the appropriateness of appeals in achieving a purpose. In this grade level, students are using and responsible for the appeals of logos, ethos, and pathos.**

Clarification 3: **See Secondary Figurative Language.**

Clarification 4: **See Rhetorical Appeals and Rhetorical Devices.**

Florida English 1, Semester A v4.0
Unit 3: Looking Inward
Analyzing Two Accounts of Helen Keller's Life
Unit 4: A Natural Balance
Drawing Connections Between Ideas in "The Wild Parks and Forest Reservations of the West"
Examining Rhetoric and Point of View in the Speech "All-of-the-Above"
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Analyzing Structure and Theme in Romeo and Juliet: Act 2, Scenes 4-6
Unit 3: Historically Speaking
Examining the Elements of Argument in The Declaration of Independence
Comparing the Development of Claims and Counterclaims in "On Women's Right to Vote" and "I Am for the Equal Rights Amendment" Speeches

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Drafting a Rhetorical Analysis
Analyzing an Author's use of Rhetoric to Advance Purpose in "What to a Slave is the Fourth of July?"
Analyzing Purpose, Audience, and Message in "Four Freedoms"
Analyzing the Development of Claims in "Four Freedoms"

ELA.9.R.2.4:
Argument
Compare the development of two opposing arguments on the same topic, evaluating the effectiveness and validity of the claims.

Benchmark Clarifications:
Clarification 1: **Validity refers to the soundness of the arguments.**

Florida English 1, Semester A v4.0
Unit 2: Leaving a Legacy
Evaluating Evidence in an Informational Text
Analyzing Argument in "Letter from Frederick Douglass to Harriet Tubman"
Evaluating the Effectiveness of Michelle Obama's Argument in Her Health and Nutrition Speech
Florida English 1, Semester B v4.0
Unit 2: More Than Just Fun and Games
Course Activity: Compare and Evaluate Opposing Arguments
Unit 3: Historically Speaking
Comparing the Development of Claims and Counterclaims in "On Women's Right to Vote" and "I Am for the Equal Rights Amendment" Speeches
Drafting a Rhetorical Analysis
Analyzing the Development of Claims in "Four Freedoms"

ELA.9.R.3 Reading Across Genres

ELA.9.R.3.1:
Interpreting Figurative Language
Explain how figurative language creates mood in text(s).

Benchmark Clarifications:
Clarification 1: **Figurative language use that students will analyze are metaphor, simile, alliteration, onomatopoeia, personification, hyperbole, meiosis (understatement), allusion, and idiom. Other examples can be used in instruction.**
Clarification 2: **See Secondary Figurative Language.**

Florida English 1, Semester A v4.0
Unit 2: Leaving a Legacy
Analyzing Theme Development through Details and Parallel Structure in "If"
Unit 4: A Natural Balance

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Drawing Connections Between Ideas in "The Wild Parks and Forest Reservations of the West"
Analyzing Point of View and Central Idea in Texts
Course Activity: Examine How Figurative Language Creates Mood
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Analyzing How Language Reveals Character and Theme in Romeo and Juliet: Act 3, Scenes 3-5

ELA.9.R.3.2:
Paraphrasing and Summarizing
Paraphrase content from grade-level texts.

Benchmark Clarifications:
Clarification 1: **Most grade-level texts are appropriate for this benchmark.**

Florida English 1, Semester A v4.0
Unit 1: Page Turners and Plot Twists
Examining the Relationship Between Pacing and Tension in "The Monkey's Paw"
Unit 2: Leaving a Legacy
Examining the Order of Ideas in "Yangon's Hero, Wielding Power of Stop and Go"
Evaluating Evidence in an Informational Text
Analyzing Theme Development in "An Hour with Abuelo"
Unit 3: Looking Inward
Determining the Central Idea in "The Cutting of My Long Hair"
Unit 4: A Natural Balance
Using Vocabulary and Summarizing Strategies in "Survival is Your Own Responsibility"
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Examining Language in Romeo and Juliet: The Prologue
Unit 2: More Than Just Fun and Games
Analyzing Central Idea and Author's Purpose in Informational Texts
Unit 3: Historically Speaking
Analyzing the Development of Claims in "Four Freedoms"
Unit 4: The Power of Youth
Evaluating Sources to Determine Usefulness and Connections to the Research Topic
Synthesizing and Citing Sources to Develop a Paper

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ELA.9.R.3.3:

Comparative Reading

Compare and contrast the ways in which authors have adapted mythical, classical, or religious literary texts.

Benchmark Clarifications:

Clarification 1: **The classical source texts for this benchmark should be from ancient Greece or Rome's Classical period (1200 BCE–455 CE). Mythical texts for this benchmark can be from any civilization's early history. Religious texts for this benchmark include works such as the Bible.**

- Florida English 1, Semester A v4.0
  - Unit 1: Page Turners and Plot Twists
    - Analyzing How Order of Events Creates Tension in "The Monkey's Paw"
    - Comparing a Text to Source Material in "The Monkey's Paw" and "New Chicago"
- Florida English 1, Semester B v4.0
  - Unit 1: Love and Conflict in Romeo and Juliet
    - Analyzing Shakespeare's "Romeo and Juliet" and Ovid's "Pyramus and Thisbe"
    - Analyzing a Visual Representation of Romeo and Juliet: Act 1, Scene 5

ELA.9.R.3.4:

Understanding Rhetoric

Explain an author's use of rhetoric in a text.

Benchmark Clarifications:

Clarification 1: **Rhetorical devices for the purposes of this benchmark are the figurative language devices from 9.R.3.1 with the addition of irony, rhetorical question, antithesis, zeugma, metonymy, and synecdoche.**
Clarification 2: **See Secondary Figurative Language and Rhetorical Devices.**

- Florida English 1, Semester A v4.0
  - Unit 2: Leaving a Legacy
    - Evaluating the Effectiveness of Michelle Obama's Argument in Her Health and Nutrition Speech
  - Unit 3: Looking Inward
    - Analyzing Word Choice in "By Any Other Name"
  - Unit 4: A Natural Balance
    - Examining Rhetoric and Point of View in the Speech "All-of-the-Above"
- Florida English 1, Semester B v4.0
  - Unit 3: Historically Speaking
    - Examining the Elements of Argument in The Declaration of Independence
    - Drafting a Rhetorical Analysis

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Analyzing an Author's use of Rhetoric to Advance Purpose in "What to a Slave is the Fourth of July?"
Evaluating the Impact of Word Choice and Rhetoric in "What to a Slave is the Fourth of July" and The Declaration of Independence

Vocabulary

ELA.9.V.1 Finding Meaning

ELA.9.V.1.1:
Academic Vocabulary
Integrate academic vocabulary appropriate to grade level in speaking and writing.

Benchmark Clarifications:
Clarification 1: **To integrate vocabulary, students will apply the vocabulary they have learned to authentic speaking and writing tasks independently. This use should be intentional, beyond responding to a prompt to use a word in a sentence.**
Clarification 2: **Academic vocabulary appropriate to grade level refers to words that are likely to appear across subject areas for the current grade level and beyond, vital to comprehension, critical for academic discussions and writing, and usually require explicit instruction.**

Florida English 1, Semester A v4.0
Unit 1: Page Turners and Plot Twists
Unit Activity: Write a Literature Analysis on Authorial Techniques
Unit 2: Leaving a Legacy
Researching What It Takes to Make a Difference
Unit 4: A Natural Balance
Analyzing How Authors Connect Ideas in "Survival is Your Own Responsibility"
Determining Technical Meanings in "Clean Tech Rises Again"
Florida English 1, Semester B v4.0
Unit 2: More Than Just Fun and Games
Analyzing Portrayals of Katherine Johnson in Different Mediums
Conducting Research on the Impact of Technology
Unit 3: Historically Speaking
Unit Activity: Writing and Presenting an Argument
Comparing the Development of Claims and Counterclaims in "On Women's Right to Vote" and "I Am for the Equal Rights Amendment" Speeches
Drafting a Rhetorical Analysis

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ELA.9.V.1.2:

Morphology

Apply knowledge of etymology and derivations to determine meanings of words and phrases in grade-level content.

Benchmark Clarifications:

Clarification 1: **Etymology refers to the study of word origins and the ways that words have changed over time.**

Clarification 2: **Derivation refers to making new words from an existing word by adding affixes.**

Florida English 1, Semester A v4.0
- Unit 4: A Natural Balance
  - Using Vocabulary and Summarizing Strategies in "Survival is Your Own Responsibility"

ELA.9.V.1.3:

Context and Connotation

Apply knowledge of context clues, figurative language, word relationships, reference materials, and/or background knowledge to determine the connotative and denotative meaning of words and phrases, appropriate to grade level.

Benchmark Clarifications:

Clarification 1: **Review of words learned in this way is critical to building background knowledge and related vocabulary.**

Clarification 2: **See Context Clues and Word Relationships.**

Clarification 3: **See ELA.9.R.3.1 and Secondary Figurative Language.**

Florida English 1, Semester A v4.0
- Unit 1: Page Turners and Plot Twists
  - Analyzing How Order of Events Creates Tension in "The Monkey's Paw"
  - Analyzing Nuance in Words in "The Tell-Tale Heart"
- Unit 2: Leaving a Legacy
  - Analyzing Character Interactions in "An Hour with Abuelo"
- Unit 3: Looking Inward
  - Determining the Central Idea in "The Cutting of My Long Hair"
  - Analyzing Word Choice in "By Any Other Name"
  - Analyzing How Ideas are Developed and Refined in "Ingles in Thirty Minutes"
- Unit 4: A Natural Balance
  - Using Vocabulary and Summarizing Strategies in "Survival is Your Own Responsibility"
  - Analyzing How Ideas are Developed and Refined in "Nobel Goes for Developing Drugs from Nature"
  - Determining Technical Meanings in "Clean Tech Rises Again"
  - Drawing Connections Between Ideas in "The Wild Parks and Forest Reservations of the West"
  - Analyzing Point of View and Central Idea in Texts

Florida English 1, Semester B v4.0

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Unit 1: Love and Conflict in Romeo and Juliet
Examining Language in Romeo and Juliet: The Prologue
Unit 2: More Than Just Fun and Games
Analyzing Central Idea and Author's Purpose in Informational Texts
Analyzing Connections Between Ideas in an Informational Text
Unit 3: Historically Speaking
Evaluating the Impact of Word Choice and Rhetoric in "What to a Slave is the Fourth of July" and The Declaration of Independence

Supporting Standards

K-12 ELA Expectations for Students

ELA.K12.EE.1.1
Cite evidence to explain and justify reasoning.

Clarifications
K-1 Students include textual evidence in their oral communication with guidance and support from adults. The evidence can consist of details from the text without naming the text. During 1st grade, students learn how to incorporate the evidence in their writing.

2-3 Students include relevant textual evidence in their written and oral communication. Students should name the text when they refer to it. In 3rd grade, students should use a combination of direct and indirect citations.

4-5 Students continue with previous skills and reference comments made by speakers and peers. Students cite texts that they've directly quoted, paraphrased, or used for information. When writing, students will use the form of citation dictated by the instructor or the style guide referenced by the instructor.

6-8 Students continue with previous skills and use a style guide to create a proper citation.

9-12 Students continue with previous skills and should be aware of existing style guides and the ways in which they differ.

Florida English 1, Semester A v4.0
Unit 1: Page Turners and Plot Twists
Examining the Relationship Between Pacing and Tension in "The Monkey's Paw"
Unit 3: Looking Inward
Analyzing Central Idea Development in "By Any Other Name"
Unit 4: A Natural Balance
Unit Activity: Write an Expository Essay Explaining Humans' Role in Nature
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Analyzing Structure and Theme in Romeo and Juliet: Act 2, Scenes 4-6
Unit 4: The Power of Youth
Synthesizing and Citing Sources to Develop a Paper
Unit Activity: Presenting and Publishing Research Findings

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ELA.K12.EE.2.1

Read and comprehend grade-level complex texts proficiently.

Clarifications

See Text Complexity for grade-level complexity bands and a text complexity rubric.

- Florida English 1, Semester A v4.0
  - Unit 1: Page Turners and Plot Twists
    - Examining the Relationship Between Structure and Effect in "Games at Twilight"
  - Unit 4: A Natural Balance
    - Analyzing How Authors Connect Ideas in "Survival is Your Own Responsibility"
- Florida English 1, Semester B v4.0
  - Unit 1: Love and Conflict in Romeo and Juliet
    - Analyzing Character Interaction in Romeo and Juliet: Act 1, Scenes 3-4
  - Unit 3: Historically Speaking
    - Analyzing Purpose, Audience, and Message in "Four Freedoms"

ELA.K12.EE.3.1

Make inferences to support comprehension.

Clarifications

Students will make inferences before the words infer or inference are introduced. Kindergarten students will answer questions like "Why is the girl smiling?" or make predictions about what will happen based on the title page. Students will use the terms and apply them in 2nd grade and beyond.

- Florida English 1, Semester A v4.0
  - Unit 1: Page Turners and Plot Twists
    - Analyzing Theme Development in "New Chicago"
  - Unit 2: Leaving a Legacy
    - Analyzing Theme Development through Details and Parallel Structure in "If"
- Florida English 1, Semester B v4.0
  - Unit 1: Love and Conflict in Romeo and Juliet
    - Analyzing How Language Reveals Character and Theme in Romeo and Juliet: Act 3, Scenes 3-5
  - Unit 2: More Than Just Fun and Games
    - Determining and Analyzing Theme in "The Perfect Match"

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ELA.K12.EE.4.1

Use appropriate collaborative techniques and active listening skills when engaging in discussions in a variety of situations.

Clarifications

In kindergarten, students learn to listen to one another respectfully.

In grades 1-2, students build upon these skills by justifying what they are thinking. For example: "I think because ." The collaborative conversations are becoming academic conversations.

In grades 3-12, students engage in academic conversations discussing claims and justifying their reasoning, refining and applying skills. Students build on ideas, propel the conversation, and support claims and counterclaims with evidence.

Florida English 1, Semester A v4.0
- Unit 4: A Natural Balance
  - Course Activity: Examine How Figurative Language Creates Mood

Florida English 1, Semester B v4.0
- Unit 2: More Than Just Fun and Games
  - Course Activity: Compare and Evaluate Opposing Arguments

ELA.K12.EE.5.1

Use the accepted rules governing a specific format to create quality work.

Clarifications

Students will incorporate skills learned into work products to produce quality work. For students to incorporate these skills appropriately, they must receive instruction. A 3rd grade student creating a poster board display must have instruction in how to effectively present information to do quality work.

Florida English 1, Semester A v4.0
- Unit 1: Page Turners and Plot Twists
  - Unit Activity: Write a Literature Analysis on Authorial Techniques
- Unit 3: Looking Inward
  - Unit Activity: Write a Personal Narrative Exploring Identity

Florida English 1, Semester B v4.0
- Unit 1: Love and Conflict in Romeo and Juliet
  - Unit Activity: Write a Literature Analysis on Love and Conflict
- Unit 3: Historically Speaking
  - Unit Activity: Writing and Presenting an Argument

ELA.K12.EE.6.1

Use appropriate voice and tone when speaking or writing.

Clarifications

In kindergarten and 1st grade, students learn the difference between formal and informal language. For example, the way we talk to our friends differs from the way we speak to adults. In 2nd grade and beyond, students practice appropriate social and academic language to discuss texts.

Florida English 1, Semester A v4.0
- Unit 2: Leaving a Legacy

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Unit Activity: Write an Argument on What it Takes to Make a Difference
Unit 4: A Natural Balance
Unit Activity: Write an Expository Essay Explaining Humans' Role in Nature
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Unit Activity: Write a Literature Analysis on Love and Conflict
Unit 3: Historically Speaking
Unit Activity: Writing and Presenting an Argument

ELD.K12.ELL.LA.1. English language learners communicate information, ideas and concepts necessary for academic success in the content area of Language Arts.

Florida English 1, Semester A v4.0
Unit 1: Page Turners and Plot Twists
Unit Activity: Write a Literature Analysis on Authorial Techniques
Unit 2: Leaving a Legacy
Unit Activity: Write an Argument on What it Takes to Make a Difference
Unit 3: Looking Inward
Unit Activity: Write a Personal Narrative Exploring Identity
Unit 4: A Natural Balance
Unit Activity: Write an Expository Essay Explaining Humans' Role in Nature
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Unit Activity: Write a Literature Analysis on Love and Conflict
Unit 2: More Than Just Fun and Games
Unit Activity: Write an Expository Essay Explaining the Impact of Technology
Unit 3: Historically Speaking
Unit Activity: Writing and Presenting an Argument
Unit 4: The Power of Youth
Creating a Multimedia Presentation
Unit Activity: Presenting and Publishing Research Findings

ELD.K12.ELL.SI.1. English language learners communicate for social and instructional purposes within the school setting.

Florida English 1, Semester A v4.0
Unit 3: Looking Inward
Unit Activity: Write a Personal Narrative Exploring Identity
Unit 4: A Natural Balance
Course Activity: Examine How Figurative Language Creates Mood
Florida English 1, Semester B v4.0
Unit 1: Love and Conflict in Romeo and Juliet
Course Activity: Evaluate the Impact of Irony in Romeo and Juliet
Unit 2: More Than Just Fun and Games
Course Activity: Compare and Evaluate Opposing Arguments
Unit 4: The Power of Youth
Unit Activity: Presenting and Publishing Research Findings

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The Correlation of PLATO® Curricula to Florida Next Generation Sunshine State Standards: Science -> Grades 09-12 -> Life Science.

7/19/2017

INTRODUCTION

Edmentum, Inc. combines PLATO computer-assisted instruction into a flexible integrated learning system to enhance instructional effectiveness in education programs. This document identifies PLATO instructional activities that correlate to the Florida Next Generation Sunshine State Standards: Science -> Grades 09-12 -> Life Science, Science, Grades 09-12, Life Science.

URL: http://www.flstandards.org/.

It is recommended that instructors review the correlation in order to fine-tune the activity to fit their educational environment. Modules may be added or removed; Web sites and offline activities may also be incorporated to enhance the learning path.

The following PLATO Courses were used in this correlation report:

PLATO Course Biology, Semester A v6.0
PLATO Course Biology, Semester B v6.0

Edmentum, Inc. looks forward to supporting your initiatives in providing successful educational programs using PLATO® computer-based lessons.

Standard 14: Organization and Development of Living Organisms

SC.912.L.14.01 Describe the scientific theory of cells (cell theory) and relate the history of its discovery to the process of science.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - Unit Activity: Organ Systems

SC.912.L.14.02 Relate structure to function for the components of plant and animal cells. Explain the role of cell membranes as a highly selective barrier (passive and active transport).

PLATO Course Biology, Semester A v6.0
- Unit 1: Cells
  - Cells: The Basic Units of Life
  - Cell Processes and Transport
  - Course Activity: Using a Microscope

PLATO Course Biology, Semester B v6.0
- Unit 1: Organization of Organisms
  - Animals
- Unit 3: Energy Use and Organisms
  - Photosynthesis and Cellular Respiration

SC.912.L.14.03 Compare and contrast the general structures of plant and animal cells. Compare and contrast the general structures of prokaryotic and eukaryotic cells.

PLATO Course Biology, Semester A v6.0
- Unit 1: Cells
  - Cells: The Basic Units of Life
  - Course Activity: Using a Microscope

PLATO Course Biology, Semester B v6.0
- Unit 1: Organization of Organisms
  - Bacteria and Protists
  - Plants and Fungi
  - Animals
  - Course Activity: Classifying Organisms
- Unit 3: Energy Use and Organisms
  - Photosynthesis and Cellular Respiration

SC.912.L.14.04 Compare and contrast structure and function of various types of microscopes.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Course Activity: Using a Microscope

SC.912.L.14.05 Explain the evidence supporting the scientific theory of the origin of eukaryotic cells (endosymbiosis).

PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Bacteria and Protists

SC.912.L.14.06 Explain the significance of genetic factors, environmental factors, and pathogenic agents to health from the perspectives of both individual and public health.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Unit Activity: Cells
Course Activity: The AIDS Epidemic
Unit 2: Organ Systems
The Integumentary, Immune, Lymph, and Endocrine Systems
Unit 3: Heredity
Course Activity: The Cure for Cancer

SC.912.L.14.07 Relate the structure of each of the major plant organs and tissues to physiological processes.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Inheritance Patterns and Genetic Research
PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Plants and Fungi

SC.912.L.14.08 Explain alternation of generations in plants.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Mitosis and Meiosis

SC.912.L.14.09 Relate the major structure of fungi to their functions.

PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Plants and Fungi
Unit 3: Energy Use and Organisms
Course Activity: Aerobic and Anaerobic Respiration

SC.912.L.14.10 Discuss the relationship between the evolution of land plants and their anatomy.

The selected PLATO curriculum does not address this learning expectation.

SC.912.L.14.11 Classify and state the defining characteristics of epithelial tissue, connective tissue, muscle tissue, and nervous tissue.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Course Activity: The Effects of Exercise on Muscles and Heart Rate
Unit Activity: Organ Systems
The Skeletal and Muscle Systems

SC.912.L.14.12 Describe the anatomy and histology of bone tissue.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Course Activity: The Effects of Exercise on Muscles and Heart Rate
Unit Activity: Organ Systems
The Skeletal and Muscle Systems

SC.912.L.14.13 Distinguish between bones of the axial skeleton and the appendicular skeleton.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Unit Activity: Organ Systems
The Skeletal and Muscle Systems

SC.912.L.14.14 Identify the major bones of the axial and appendicular skeleton.

PLATO Course Biology, Semester A v6.0

Unit 2: Organ Systems
Unit Activity: Organ Systems
The Skeletal and Muscle Systems

SC.912.L.14.15 Identify major markings (such as foramina, fossae, tubercles, etc.) on a skeleton. Explain why these markings are important.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Unit Activity: Organ Systems
The Skeletal and Muscle Systems

SC.912.L.14.16 Describe the anatomy and histology, including ultrastructure, of muscle tissue.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Course Activity: The Effects of Exercise on Muscles and Heart Rate
Unit Activity: Organ Systems
The Skeletal and Muscle Systems

SC.912.L.14.17 List the steps involved in the sliding filament of muscle contraction.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Unit Activity: Organ Systems
The Skeletal and Muscle Systems

SC.912.L.14.18 Describe signal transmission across a myoneural junction.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems
Unit Activity: Organ Systems
The Nervous System
The Skeletal and Muscle Systems

SC.912.L.14.19 Explain the physiology of skeletal muscle.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Unit Activity: Organ Systems
The Skeletal and Muscle Systems

SC.912.L.14.20 Identify the major muscles of the human on a model or diagram.

The selected PLATO curriculum does not address this learning expectation.

SC.912.L.14.21 Describe the anatomy, histology, and physiology of the central and peripheral nervous systems and name the major divisions of the nervous system.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - The Digestive and Excretory Systems
  - Unit Activity: Organ Systems
  - The Nervous System
  - The Skeletal and Muscle Systems

SC.912.L.14.22 Describe the physiology of nerve conduction, including the generator potential, action potential, and the synapse.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - The Digestive and Excretory Systems
  - Unit Activity: Organ Systems
  - The Nervous System
  - The Skeletal and Muscle Systems

SC.912.L.14.23 Identify the parts of a reflex arc.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - The Digestive and Excretory Systems
  - Unit Activity: Organ Systems
  - The Nervous System
  - The Skeletal and Muscle Systems

SC.912.L.14.24 Identify the general parts of a synapse and describe the physiology of signal transmission across a synapse.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - The Digestive and Excretory Systems
  - Unit Activity: Organ Systems
  - The Nervous System
  - The Skeletal and Muscle Systems

SC.912.L.14.25 Identify the major parts of a cross section through the spinal cord.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems
Unit Activity: Organ Systems
The Nervous System
The Skeletal and Muscle Systems

SC.912.L.14.26 Identify the major parts of the brain on diagrams or models.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems
The Nervous System

SC.912.L.14.27 Identify the functions of the major parts of the brain, including the meninges, medulla, pons, midbrain, hypothalamus, thalamus, cerebellum and cerebrum.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems
The Nervous System

SC.912.L.14.28 Identify the major functions of the spinal cord.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems
Unit Activity: Organ Systems
The Nervous System
The Skeletal and Muscle Systems

SC.912.L.14.29 Define the terms endocrine and exocrine.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Integumentary, Immune, Lymph, and Endocrine Systems
Human Reproduction and Development
Unit Activity: Organ Systems

SC.912.L.14.30 Compare endocrine and neural controls of physiology.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Integumentary, Immune, Lymph, and Endocrine Systems
Human Reproduction and Development
Unit Activity: Organ Systems

SC.912.L.14.31 Describe the physiology of hormones including the different types and the mechanisms of their action.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Integumentary, Immune, Lymph, and Endocrine Systems
Human Reproduction and Development
Unit Activity: Organ Systems

SC.912.L.14.32 Describe the anatomy and physiology of the endocrine system.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Integumentary, Immune, Lymph, and Endocrine Systems
Human Reproduction and Development
Unit Activity: Organ Systems

SC.912.L.14.33 Describe the basic anatomy and physiology of the reproductive system.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Human Reproduction and Development
Unit Activity: Organ Systems

SC.912.L.14.34 Describe the composition and physiology of blood, including that of the plasma and the formed elements.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Course Activity: Using a Microscope
Unit 2: Organ Systems
The Digestive and Excretory Systems
The Respiratory and Circulatory Systems

SC.912.L.14.35 Describe the steps in hemostasis, including the mechanism of coagulation. Include the basis for blood typing and transfusion reactions.

PLATO Course Biology, Semester A v6.0
- Unit 1: Cells
  - Course Activity: Using a Microscope
- Unit 2: Organ Systems
  - The Digestive and Excretory Systems
  - The Respiratory and Circulatory Systems

SC.912.L.14.36 Describe the factors affecting blood flow through the cardiovascular system.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - The Digestive and Excretory Systems
  - The Respiratory and Circulatory Systems

SC.912.L.14.37 Explain the components of an electrocardiogram.

PLATO Course Biology, Semester A v6.0
- Unit 1: Cells
  - Unit Activity: Cells
  - Course Activity: The AIDS Epidemic

SC.912.L.14.38 Describe normal heart sounds and what they mean.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - Course Activity: The Effects of Exercise on Muscles and Heart Rate
  - The Digestive and Excretory Systems
  - The Respiratory and Circulatory Systems

SC.912.L.14.39 Describe hypertension and some of the factors that produce it.

PLATO Course Biology, Semester A v6.0
- Unit 1: Cells
  - Course Activity: The AIDS Epidemic

SC.912.L.14.40 Describe the histology of the major arteries and veins of systemic, pulmonary, hepatic portal, and coronary circulation.

PLATO Course Biology, Semester A v6.0

Unit 2: Organ Systems
The Digestive and Excretory Systems
The Respiratory and Circulatory Systems

SC.912.L.14.41 Describe fetal circulation and changes that occur to the circulatory system at birth.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Human Reproduction and Development
Unit 3: Heredity
Mitosis and Meiosis

SC.912.L.14.42 Describe the anatomy and the physiology of the lymph system.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Integumentary, Immune, Lymph, and Endocrine Systems

SC.912.L.14.43 Describe the histology of the respiratory system.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Unit Activity: Organ Systems
The Respiratory and Circulatory Systems

SC.912.L.14.44 Describe the physiology of the respiratory system including the mechanisms of ventilation, gas exchange, gas transport and the mechanisms that control the rate of ventilation.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Unit Activity: Organ Systems
The Respiratory and Circulatory Systems

SC.912.L.14.45 Describe the histology of the alimentary canal and its associated accessory organs.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Course Activity: Enzymes
The Digestive and Excretory Systems
Unit Activity: Organ Systems

SC.912.L.14.46 Describe the physiology of the digestive system, including mechanical digestion, chemical digestion, absorption and the neural and hormonal mechanisms of control.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Course Activity: Enzymes
The Digestive and Excretory Systems
Unit Activity: Organ Systems

SC.912.L.14.47 Describe the physiology of urine formation by the kidney.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems

SC.912.L.14.48 Describe the anatomy, histology, and physiology of the ureters, the urinary bladder and the urethra.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems

SC.912.L.14.49 Identify the major functions associated with the sympathetic and parasympathetic nervous systems.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems
Unit Activity: Organ Systems
The Nervous System
The Skeletal and Muscle Systems

SC.912.L.14.50 Describe the structure of vertebrate sensory organs. Relate structure to function in vertebrate sensory systems.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Digestive and Excretory Systems

SC.912.L.14.51 Describe the function of the vertebrate integumentary system.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Integumentary, Immune, Lymph, and Endocrine Systems

SC.912.L.14.52 Explain the basic functions of the human immune system, including specific and nonspecific immune response, vaccines, and antibiotics.

PLATO Course Biology, Semester A v6.0
- Unit 1: Cells
  - Unit Activity: Cells
  - Course Activity: The AIDS Epidemic
- Unit 2: Organ Systems
  - The Integumentary, Immune, Lymph, and Endocrine Systems
  - Unit Activity: Organ Systems

SC.912.L.14.53 Discuss basic classification and characteristics of plants. Identify bryophytes, pteridophytes, gymnosperms, and angiosperms.

PLATO Course Biology, Semester B v6.0
- Unit 1: Organization of Organisms
  - Plants and Fungi

Standard 15: Diversity and Evolution of Living Organisms

SC.912.L.15.01 Explain how the scientific theory of evolution is supported by the fossil record, comparative anatomy, comparative embryology, biogeography, molecular biology, and observed evolutionary change.

PLATO Course Biology, Semester B v6.0
- Unit 1: Organization of Organisms
  - Unit Activity: Organization of Organisms
- Unit 2: Evolution
  - Unit Activity: Evolution

SC.912.L.15.02 Discuss the use of molecular clocks to estimate how long ago various groups of organisms diverged evolutionarily from one another.

PLATO Course Biology, Semester B v6.0
- Unit 1: Organization of Organisms
  - Unit Activity: Organization of Organisms
- Unit 2: Evolution
  - Unit Activity: Evolution

SC.912.L.15.03 Describe how biological diversity is increased by the origin of new species and how it is decreased by the natural process of extinction.

PLATO Course Biology, Semester B v6.0

Unit 1: Organization of Organisms
Unit Activity: Organization of Organisms
Unit 2: Evolution
Environmental Impacts on Evolution
Unit Activity: Evolution
Natural Selection
Unit 4: The Interdependence of Ecosystems
Factors that Affect Biodiversity
Unit Activity: The Interdependence of Ecosystems

SC.912.L.15.04 Describe how and why organisms are hierarchically classified and based on evolutionary relationships.

PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Unit Activity: Organization of Organisms
Course Activity: Classifying Organisms
Unit 2: Evolution
Unit Activity: Evolution

SC.912.L.15.05 Explain the reasons for changes in how organisms are classified.

The selected PLATO curriculum does not address this learning expectation.

SC.912.L.15.06 Discuss distinguishing characteristics of the domains and kingdoms of living organisms.

PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Bacteria and Protists
Plants and Fungi
Animals
Unit Activity: Organization of Organisms
Course Activity: Classifying Organisms
Unit 3: Energy Use and Organisms
Course Activity: Aerobic and Anaerobic Respiration

SC.912.L.15.07 Discuss distinguishing characteristics of vertebrate and representative invertebrate phyla, and chordate classes using typical examples.

PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Animals

Course Activity: Classifying Organisms
Unit 2: Evolution
The Process of Evolution

SC.912.L.15.08 Describe the scientific explanations of the origin of life on Earth.

PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Bacteria and Protists

SC.912.L.15.09 Explain the role of reproductive isolation in the process of speciation.

PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Environmental Impacts on Evolution

SC.912.L.15.10 Identify basic trends in hominid evolution from early ancestors six million years ago to modern humans, including brain size, jaw size, language, and manufacture of tools.

PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Bacteria and Protists
Unit 2: Evolution
The Process of Evolution

SC.912.L.15.11 Discuss specific fossil hominids and what they show about human evolution.

PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Bacteria and Protists
Unit 2: Evolution
The Process of Evolution

SC.912.L.15.12 List the conditions for Hardy-Weinberg equilibrium in a population and why these conditions are not likely to appear in nature. Use the Hardy-Weinberg equation to predict genotypes in a population from observed phenotypes.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Genetic Mutations
Inheritance Patterns and Genetic Research

PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Environmental Impacts on Evolution
Natural Selection

SC.912.L.15.13 Describe the conditions required for natural selection, including: overproduction of offspring, inherited variation, and the struggle to survive, which result in differential reproductive success.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Genes: The Heredity Code
PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Natural Selection

SC.912.L.15.14 Discuss mechanisms of evolutionary change other than natural selection such as genetic drift and gene flow.

PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Natural Selection

SC.912.L.15.15 Describe how mutation and genetic recombination increase genetic variation.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Unit Activity: Heredity
Mitosis and Meiosis
Course Activity: The Cure for Cancer
Genes: The Heredity Code
Genetic Mutations
Inheritance Patterns and Genetic Research
PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Environmental Impacts on Evolution
Unit Activity: Evolution
The Process of Evolution
Natural Selection

Standard 16: Heredity and Reproduction

SC.912.L.16.01 Use Mendel's laws of segregation and independent assortment to analyze patterns of inheritance.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Mitosis and Meiosis
Genes: The Heredity Code
Inheritance Patterns and Genetic Research

SC.912.L.16.02 Discuss observed inheritance patterns caused by various modes of inheritance, including dominant, recessive, codominant, sex-linked, polygenic, and multiple alleles.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Genes: The Heredity Code
Inheritance Patterns and Genetic Research

SC.912.L.16.03 Describe the basic process of DNA replication and how it relates to the transmission and conservation of the genetic information.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Cell Processes and Transport
Unit 3: Heredity
Unit Activity: Heredity
Genes: The Heredity Code

SC.912.L.16.04 Explain how mutations in the DNA sequence may or may not result in phenotypic change. Explain how mutations in gametes may result in phenotypic changes in offspring.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Unit Activity: Heredity
Course Activity: The Cure for Cancer
Genes: The Heredity Code
Genetic Mutations
PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Unit Activity: Evolution
The Process of Evolution
Natural Selection

SC.912.L.16.05 Explain the basic processes of transcription and translation, and how they result in the expression of genes.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells

Cell Processes and Transport
Unit 3: Heredity
Genetic Mutations

SC.912.L.16.06 Discuss the mechanisms for regulation of gene expression in prokaryotes and eukaryotes at transcription and translation level.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Cell Processes and Transport
Unit 3: Heredity
Genetic Mutations

SC.912.L.16.07 Describe how viruses and bacteria transfer genetic material between cells and the role of this process in biotechnology.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Cells: The Basic Units of Life
Cell Processes and Transport
Unit 2: Organ Systems
The Integumentary, Immune, Lymph, and Endocrine Systems
Unit 3: Heredity
Unit Activity: Heredity
Genetic Mutations
Inheritance Patterns and Genetic Research
PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
The Process of Evolution

SC.912.L.16.08 Explain the relationship between mutation, cell cycle, and uncontrolled cell growth potentially resulting in cancer.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Cell Processes and Transport
Unit 3: Heredity
Unit Activity: Heredity
Mitosis and Meiosis
Course Activity: The Cure for Cancer
Genes: The Heredity Code
Genetic Mutations
PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Unit Activity: Evolution

The Process of Evolution
Natural Selection

SC.912.L.16.09 Explain how and why the genetic code is universal and is common to almost all organisms.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Cell Processes and Transport
Unit 3: Heredity
Inheritance Patterns and Genetic Research
PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
The Process of Evolution

SC.912.L.16.10 Evaluate the impact of biotechnology on the individual, society and the environment, including medical and ethical issues.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Unit Activity: Heredity
Genetic Mutations
Inheritance Patterns and Genetic Research
PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
The Process of Evolution

SC.912.L.16.11 Discuss the technologies associated with forensic medicine and DNA identification, including restriction fragment length polymorphism (RFLP) analysis.

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Unit Activity: Heredity

SC.912.L.16.12 Describe how basic DNA technology (restriction digestion by endonucleases, gel electrophoresis, polymerase chain reaction, ligation, and transformation) is used to construct recombinant DNA molecules (DNA cloning).

PLATO Course Biology, Semester A v6.0
Unit 3: Heredity
Unit Activity: Heredity
Genetic Mutations
Inheritance Patterns and Genetic Research
PLATO Course Biology, Semester B v6.0

Unit 2: Evolution
The Process of Evolution

SC.912.L.16.13 Describe the basic anatomy and physiology of the human reproductive system. Describe the process of human development from fertilization to birth and major changes that occur in each trimester of pregnancy.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Human Reproduction and Development
Unit Activity: Organ Systems
Unit 3: Heredity
Mitosis and Meiosis

SC.912.L.16.14 Describe the cell cycle, including the process of mitosis. Explain the role of mitosis in the formation of new cells and its importance in maintaining chromosome number during asexual reproduction.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Cell Processes and Transport
Unit 3: Heredity
Mitosis and Meiosis
Genes: The Heredity Code

SC.912.L.16.15 Compare and contrast binary fission and mitotic cell division.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Human Reproduction and Development
Unit 3: Heredity
Mitosis and Meiosis
Genes: The Heredity Code
PLATO Course Biology, Semester B v6.0
Unit 1: Organization of Organisms
Bacteria and Protists
Plants and Fungi
Animals

SC.912.L.16.16 Describe the process of meiosis, including independent assortment and crossing over. Explain how reduction division results in the formation of haploid gametes or spores.

PLATO Course Biology, Semester A v6.0
- Unit 3: Heredity
  - Mitosis and Meiosis
  - Course Activity: Genetic Models
  - Genes: The Heredity Code
  - Inheritance Patterns and Genetic Research

SC.912.L.16.17 Compare and contrast mitosis and meiosis and relate to the processes of sexual and asexual reproduction and their consequences for genetic variation.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - Human Reproduction and Development
- Unit 3: Heredity
  - Mitosis and Meiosis
  - Course Activity: Genetic Models
  - Genes: The Heredity Code
  - Inheritance Patterns and Genetic Research

PLATO Course Biology, Semester B v6.0
- Unit 1: Organization of Organisms
  - Bacteria and Protists
  - Plants and Fungi
  - Animals

Standard 17: Independence

SC.912.L.17.01 Discuss the characteristics of populations, such as number of individuals, age structure, density, and pattern of distribution.

PLATO Course Biology, Semester B v6.0
- Unit 4: The Interdependence of Ecosystems
  - Conserving Biodiversity
  - The Carrying Capacity of Ecosystems

SC.912.L.17.02 Explain the general distribution of life in aquatic systems as a function of chemistry, geography, light, depth, salinity, and temperature.

PLATO Course Biology, Semester B v6.0
- Unit 4: The Interdependence of Ecosystems

Course Activity: Competition in Aquatic Ecosystems

SC.912.L.17.03 Discuss how various oceanic and freshwater processes, such as currents, tides, and waves, affect the abundance of aquatic organisms.

PLATO Course Biology, Semester B v6.0
Unit 4: The Interdependence of Ecosystems
Course Activity: Competition in Aquatic Ecosystems

SC.912.L.17.04 Describe changes in ecosystems resulting from seasonal variations, climate change and succession.

PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Environmental Impacts on Evolution

SC.912.L.17.05 Analyze how population size is determined by births, deaths, immigration, emigration, and limiting factors (biotic and abiotic) that determine carrying capacity.

PLATO Course Biology, Semester A v6.0
Unit 1: Cells
Course Activity: The AIDS Epidemic
PLATO Course Biology, Semester B v6.0
Unit 4: The Interdependence of Ecosystems
Conserving Biodiversity
The Carrying Capacity of Ecosystems

SC.912.L.17.06 Compare and contrast the relationships among organisms, including predation, parasitism, competition, commensalism, and mutualism.

PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Environmental Impacts on Evolution
Unit 3: Energy Use and Organisms
Introduction to Energy
Unit 4: The Interdependence of Ecosystems
Relationships in Ecosystems

SC.912.L.17.07 Characterize the biotic and abiotic components that define freshwater systems, marine systems and terrestrial systems.

PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms

Introduction to Energy

SC.912.L.17.08 Recognize the consequences of the losses of biodiversity due to catastrophic events, climate changes, human activity, and the introduction of invasive, non-native species.

PLATO Course Biology, Semester B v6.0
- Unit 2: Evolution
  - Environmental Impacts on Evolution
  - Natural Selection
- Unit 4: The Interdependence of Ecosystems
  - The Carrying Capacity of Ecosystems
  - Factors that Affect Biodiversity

SC.912.L.17.09 Use a food web to identify and distinguish producers, consumers, and decomposers. Explain the pathway of energy transfer through trophic levels and the reduction of available energy at successive trophic levels.

PLATO Course Biology, Semester B v6.0
- Unit 3: Energy Use and Organisms
  - Introduction to Energy
- Unit 4: The Interdependence of Ecosystems
  - Course Activity: Competition in Aquatic Ecosystems
  - Relationships in Ecosystems

SC.912.L.17.10 Diagram and explain the biogeochemical cycles of an ecosystem, including water, carbon, and nitrogen cycle.

PLATO Course Biology, Semester B v6.0
- Unit 3: Energy Use and Organisms
  - Course Activity: Aerobic and Anaerobic Respiration
- Unit 4: The Interdependence of Ecosystems
  - Cycles in Ecosystems

SC.912.L.17.11 Evaluate the costs and benefits of renewable and nonrenewable resources, such as water, energy, fossil fuels, wildlife, and forests.

PLATO Course Biology, Semester B v6.0
- Unit 3: Energy Use and Organisms
  - Introduction to Energy
- Unit 4: The Interdependence of Ecosystems
  - Conserving Biodiversity

SC.912.L.17.12 Discuss the political, social, and environmental consequences of sustainable use of land.

PLATO Course Biology, Semester B v6.0
Unit 4: The Interdependence of Ecosystems
Unit Activity: The Interdependence of Ecosystems

SC.912.L.17.13 Discuss the need for adequate monitoring of environmental parameters when making policy decisions.

The selected PLATO curriculum does not address this learning expectation.

SC.912.L.17.14 Assess the need for adequate waste management strategies.

PLATO Course Biology, Semester B v6.0
Unit 4: The Interdependence of Ecosystems
Conserving Biodiversity
Unit Activity: The Interdependence of Ecosystems

SC.912.L.17.15 Discuss the effects of technology on environmental quality.

The selected PLATO curriculum does not address this learning expectation.

SC.912.L.17.16 Discuss the large-scale environmental impacts resulting from human activity, including waste spills, oil spills, runoff, greenhouse gases, ozone depletion, and surface and groundwater pollution.

PLATO Course Biology, Semester B v6.0
Unit 2: Evolution
Environmental Impacts on Evolution
Unit 4: The Interdependence of Ecosystems
Course Activity: Solving a Biodiversity Problem
Conserving Biodiversity
The Carrying Capacity of Ecosystems
Factors that Affect Biodiversity
Unit Activity: The Interdependence of Ecosystems

SC.912.L.17.17 Assess the effectiveness of innovative methods of protecting the environment.

PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms

Introduction to Energy
Unit 4: The Interdependence of Ecosystems
Conserving Biodiversity

SC.912.L.17.18 Describe how human population size and resource use relate to environmental quality.

PLATO Course Biology, Semester B v6.0
Unit 4: The Interdependence of Ecosystems
The Carrying Capacity of Ecosystems

SC.912.L.17.19 Describe how different natural resources are produced and how their rates of use and renewal limit availability.

PLATO Course Biology, Semester B v6.0
Unit 4: The Interdependence of Ecosystems
Conserving Biodiversity

SC.912.L.17.20 Predict the impact of individuals on environmental systems and examine how human lifestyles affect sustainability.

PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms
Introduction to Energy
Unit 4: The Interdependence of Ecosystems
Conserving Biodiversity
The Carrying Capacity of Ecosystems

Standard 18: Matter and Energy Transformations

SC.912.L.18.01 Describe the basic molecular structures and primary functions of the four major categories of biological macromolecules.

PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms
Unit Activity: Energy Use and Organisms
Macronutrients and Micronutrients

SC.912.L.18.02 Describe the important structural characteristics of monosaccharides, disaccharides, and polysaccharides and explain the functions of carbohydrates in living things.

PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms
Unit Activity: Energy Use and Organisms
Macronutrients and Micronutrients

Course Activity: Aerobic and Anaerobic Respiration

SC.912.L.18.03 Describe the structures of fatty acids, triglycerides, phospholipids, and steroids. Explain the functions of lipids in living organisms. Identify some reactions that fatty acids undergo. Relate the structure and function of cell membranes.

PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms
Macronutrients and Micronutrients

SC.912.L.18.04 Describe the structures of proteins and amino acids. Explain the functions of proteins in living organisms. Identify some reactions that amino acids undergo. Relate the structure and function of enzymes.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Course Activity: Enzymes
The Digestive and Excretory Systems
PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms
Unit Activity: Energy Use and Organisms
Macronutrients and Micronutrients

SC.912.L.18.05 Discuss the use of chemiosmotic gradients for ATP production in chloroplasts and mitochondria.

PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms
Photosynthesis and Cellular Respiration

SC.912.L.18.06 Discuss the role of anaerobic respiration in living things and in human society.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
The Respiratory and Circulatory Systems
PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms
Introduction to Energy
Photosynthesis and Cellular Respiration
Course Activity: Aerobic and Anaerobic Respiration
Unit 4: The Interdependence of Ecosystems
Cycles in Ecosystems

SC.912.L.18.07 Identify the reactants, products, and basic functions of photosynthesis.

PLATO Course Biology, Semester B v6.0
- Unit 1: Organization of Organisms
  - Bacteria and Protists
  - Plants and Fungi
- Unit 3: Energy Use and Organisms
  - Photosynthesis and Cellular Respiration
- Unit 4: The Interdependence of Ecosystems
  - Cycles in Ecosystems

SC.912.L.18.08 Identify the reactants, products, and basic functions of aerobic and anaerobic cellular respiration.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - The Respiratory and Circulatory Systems

PLATO Course Biology, Semester B v6.0
- Unit 3: Energy Use and Organisms
  - Introduction to Energy
  - Photosynthesis and Cellular Respiration
  - Course Activity: Aerobic and Anaerobic Respiration
- Unit 4: The Interdependence of Ecosystems
  - Cycles in Ecosystems

SC.912.L.18.09 Explain the interrelated nature of photosynthesis and cellular respiration.

PLATO Course Biology, Semester B v6.0
- Unit 1: Organization of Organisms
  - Bacteria and Protists
  - Plants and Fungi
- Unit 3: Energy Use and Organisms
  - Photosynthesis and Cellular Respiration
- Unit 4: The Interdependence of Ecosystems
  - Cycles in Ecosystems

SC.912.L.18.10 Connect the role of adenosine triphosphate (ATP) to energy transfers within a cell.

PLATO Course Biology, Semester A v6.0
- Unit 2: Organ Systems
  - The Skeletal and Muscle Systems
- Unit 3: Heredity
  - Genes: The Heredity Code

PLATO Course Biology, Semester B v6.0
Unit 3: Energy Use and Organisms
Photosynthesis and Cellular Respiration

SC.912.L.18.11 Explain the role of enzymes as catalysts that lower the activation energy of biochemical reactions. Identify factors, such as pH and temperature, and their effect on enzyme activity.

PLATO Course Biology, Semester A v6.0
Unit 2: Organ Systems
Course Activity: Enzymes

SC.912.L.18.12 Discuss the special properties of water that contribute to Earth's suitability as an environment for life: cohesive behavior, ability to moderate temperature, expansion upon freezing, and versatility as a solvent.

The selected PLATO curriculum does not address this learning expectation.

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The Correlation of PLATO® Curricula to Florida Next Generation Sunshine State Standards: Social Studies 2008 -> Grade: 9-12 -> American History.

4/17/2017

INTRODUCTION

Edmentum, Inc. combines PLATO computer-assisted instruction into a flexible integrated learning system to enhance instructional effectiveness in education programs. This document identifies PLATO instructional activities that correlate to the Florida Next Generation Sunshine State Standards: Social Studies 2008 -> Grade: 9-12 -> American History, Social Studies 2008, Grade: 9-12, American History.

URL: http://www.flstandards.org/.

It is recommended that instructors review the correlation in order to fine-tune the activity to fit their educational environment. Modules may be added or removed; Web sites and offline activities may also be incorporated to enhance the learning path.

The following PLATO Courses were used in this correlation report:

PLATO Course US History, Semester A v2.0
PLATO Course US History, Semester B v2.0

Edmentum, Inc. looks forward to supporting your initiatives in providing successful educational programs using PLATO® computer-based lessons.

Standard 1: Use research and inquiry skills to analyze American history using primary and secondary sources.

SS.912.A.1.1: Describe the importance of historiography, which includes how historical knowledge is obtained and transmitted, when interpreting events in history.

SS.912.A.1.In.a: Identify the importance of the use of authentic sources and critical review by historians to write about events.

PLATO Course US History, Semester A v2.0
- Unit 1: The Historical Process
  - Unit Activity: The Historical Process
  - Gathering and Interpreting Historical Sources
  - Reading and Writing Essays about History
- Unit 2: The Foundation of the United States
  - Unit Activity: The Foundation of the United States
- Unit 3: A Union in Crisis
  - Unit Activity: A Union in Crisis
- Unit 4: The Rise of a Modern Nation
  - Unit Activity: The Rise of a Modern Nation
- Unit 5: From War to Recovery
  - Unit Activity: From War to Recovery

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - Unit Activity: World War II and Its Aftermath
- Unit 2: A Time of Upheaval
  - Unit Activity: A Time of Upheaval
- Unit 4: Social Studies Concepts
  - Unit Activity: Social Studies Concepts

SS.912.A.1.Su.a: Identify the importance of the use of authentic sources by historians to write about events.

PLATO Course US History, Semester A v2.0
- Unit 1: The Historical Process
  - Gathering and Interpreting Historical Sources
  - Reading and Writing Essays about History

SS.912.A.1.Pa.a: Recognize that historians write about events.

PLATO Course US History, Semester A v2.0
- Unit 1: The Historical Process
  - Reading and Writing Essays about History

SS.912.A.1.2: Utilize a variety of primary and secondary sources to identify author, historical significance, audience, and authenticity to understand a historical period.

SS.912.A.1.In.b: Identify the author and purpose of significant historical documents using primary and secondary sources.

- PLATO Course US History, Semester A v2.0
  - Unit 1: The Historical Process
    - Unit Activity: The Historical Process
    - Gathering and Interpreting Historical Sources
    - Reading and Writing Essays about History
  - Unit 2: The Foundation of the United States
    - Unit Activity: The Foundation of the United States
  - Unit 3: A Union in Crisis
    - Unit Activity: A Union in Crisis
  - Unit 4: The Rise of a Modern Nation
    - Unit Activity: The Rise of a Modern Nation
  - Unit 5: From War to Recovery
    - Unit Activity: From War to Recovery
- PLATO Course US History, Semester B v2.0
  - Unit 1: World War II and Its Aftermath
    - Unit Activity: World War II and Its Aftermath
  - Unit 2: A Time of Upheaval
    - Unit Activity: A Time of Upheaval
  - Unit 4: Social Studies Concepts
    - Unit Activity: Social Studies Concepts

SS.912.A.1.Su.b: Identify the author and purpose of significant historical documents.

- PLATO Course US History, Semester A v2.0
  - Unit 1: The Historical Process
    - Unit Activity: The Historical Process
    - Gathering and Interpreting Historical Sources
    - Reading and Writing Essays about History
  - Unit 2: The Foundation of the United States
    - Unit Activity: The Foundation of the United States
  - Unit 3: A Union in Crisis
    - Unit Activity: A Union in Crisis
- PLATO Course US History, Semester B v2.0
  - Unit 1: World War II and Its Aftermath
    - Unit Activity: World War II and Its Aftermath
  - Unit 2: A Time of Upheaval
    - Unit Activity: A Time of Upheaval
  - Unit 4: Social Studies Concepts

Unit Activity: Social Studies Concepts

SS.912.A.1.Pa.b: Use appropriate sources to obtain information about history.

PLATO Course US History, Semester A v2.0
- Unit 1: The Historical Process
  - Unit Activity: The Historical Process
  - Analyzing Historical Information
- Unit 2: The Foundation of the United States
  - Unit Activity: The Foundation of the United States
- Unit 3: A Union in Crisis
  - Unit Activity: A Union in Crisis
- Unit 4: The Rise of a Modern Nation
  - Immigration in the Late 1800s
  - Unit Activity: The Rise of a Modern Nation
- Unit 5: From War to Recovery
  - Unit Activity: From War to Recovery

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - Unit Activity: World War II and Its Aftermath
- Unit 2: A Time of Upheaval
  - Unit Activity: A Time of Upheaval
- Unit 4: Social Studies Concepts
  - Unit Activity: Social Studies Concepts

SS.912.A.1.3: Utilize timelines to identify the time sequence of historical data.

SS.912.A.1.In.c: Use a timeline to identify the sequence of historical data.

PLATO Course US History, Semester A v2.0
- Unit 1: The Historical Process
  - Analyzing Historical Information
- Unit 4: The Rise of a Modern Nation
  - Immigration in the Late 1800s
  - Unit Activity: The Rise of a Modern Nation

PLATO Course US History, Semester B v2.0
- Unit 4: Social Studies Concepts
  - Unit Activity: Social Studies Concepts

SS.912.A.1.Su.c: Use a timeline to identify a historical event.

PLATO Course US History, Semester A v2.0
- Unit 1: The Historical Process

Analyzing Historical Information
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s
Unit Activity: The Rise of a Modern Nation
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Unit Activity: Social Studies Concepts

SS.912.A.1.Pa.c: Use a timeline to recognize an event that occurred in the past.

PLATO Course US History, Semester A v2.0
Unit 1: The Historical Process
Gathering and Interpreting Historical Sources
Analyzing Historical Information
Reading and Writing Essays about History
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s
Unit Activity: The Rise of a Modern Nation
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Unit Activity: Social Studies Concepts

SS.912.A.1.4: Analyze how images, symbols, objects, cartoons, graphs, charts, maps, and artwork may be used to interpret the significance of time periods and events from the past.

SS.912.A.1.In.d: Interpret pictures, cartoons, graphs, artwork, artifacts, or writings to obtain information about a time period and events from the past.

PLATO Course US History, Semester A v2.0
Unit 1: The Historical Process
Analyzing Historical Information
Unit 2: The Foundation of the United States
Unit Activity: The Foundation of the United States
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Unit Activity: Social Studies Concepts

SS.912.A.1.Su.d: Use pictures, cartoons, graphs, artwork, artifacts, or writings to obtain information about a time period and events from the past.

PLATO Course US History, Semester A v2.0
- Unit 1: The Historical Process
  - Analyzing Historical Information
- Unit 2: The Foundation of the United States
  - Unit Activity: The Foundation of the United States
- Unit 4: The Rise of a Modern Nation
  - Immigration in the Late 1800s

PLATO Course US History, Semester B v2.0
- Unit 4: Social Studies Concepts
  - Unit Activity: Social Studies Concepts

SS.912.A.1.Pa.d: Recognize pictures, cartoons, or artifacts about the past.

PLATO Course US History, Semester A v2.0
- Unit 4: The Rise of a Modern Nation
  - Immigration in the Late 1800s

PLATO Course US History, Semester B v2.0
- Unit 4: Social Studies Concepts
  - Unit Activity: Social Studies Concepts

SS.912.A.1.5: Evaluate the validity, reliability, bias, and authenticity of current events and Internet resources.

SS.912.A.1.In.e: Determine the accuracy of current events and Internet resources by comparing them to reliable sources.

PLATO Course US History, Semester A v2.0
- Unit 1: The Historical Process
  - Unit Activity: The Historical Process
  - Gathering and Interpreting Historical Sources
  - Reading and Writing Essays about History
- Unit 2: The Foundation of the United States
  - Unit Activity: The Foundation of the United States
- Unit 3: A Union in Crisis
  - Unit Activity: A Union in Crisis
- Unit 5: From War to Recovery
  - Unit Activity: From War to Recovery

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - Unit Activity: World War II and Its Aftermath
- Unit 2: A Time of Upheaval

Unit Activity: A Time of Upheaval
Unit 4: Social Studies Concepts
Unit Activity: Social Studies Concepts

SS.912.A.1.Su.e: Recognize the accuracy of current events and Internet resources by comparing them to reliable sources.

PLATO Course US History, Semester A v2.0
Unit 1: The Historical Process
Unit Activity: The Historical Process
Gathering and Interpreting Historical Sources
Reading and Writing Essays about History
Unit 2: The Foundation of the United States
Unit Activity: The Foundation of the United States
Unit 3: A Union in Crisis
Unit Activity: A Union in Crisis
Unit 5: From War to Recovery
Unit Activity: From War to Recovery
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Unit Activity: World War II and Its Aftermath
Unit 2: A Time of Upheaval
Unit Activity: A Time of Upheaval
Unit 4: Social Studies Concepts
Unit Activity: Social Studies Concepts

SS.912.A.1.Pa.e: Recognize information about current events.

PLATO Course US History, Semester A v2.0
Unit 1: The Historical Process
Analyzing Historical Information
Reading and Writing Essays about History
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Unit Activity: Social Studies Concepts

SS.912.A.1.6: Use case studies to explore social, political, legal, and economic relationships in history.

SS.912.A.1.In.f: Use a case study to identify social, political, legal, and economic relationships in history.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation

Immigration in the Late 1800s
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.1.Su.f: Use a case study to recognize social, political, legal, and economic relationships in history.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.1.Pa.f: Use a case study to obtain information on history.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.1.7: Describe various socio-cultural aspects of American life including arts, artifacts, literature, education, and publications.

SS.912.A.1.In.g: Identify selected socio-cultural aspects of American life, such as the arts, artifacts, literature, education, and publications.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship
US Culture

SS.912.A.1.Su.g: Recognize selected socio-cultural aspects of American life, such as the arts, artifacts, literature, education, and publications.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Culture

SS.912.A.1.Pa.g: Recognize a selected socio-cultural aspect of American life, such as the arts, artifacts, literature, education, or publications.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship
US Culture

Standard 2 : Understand the causes, course, and consequences of the Civil War and Reconstruction and its effects on the American people.

SS.912.A.2.1: Review causes and consequences of the Civil War.

SS.912.A.2.In.a: Identify the major causes and consequences of the Civil War.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Civil War: Battles, Strategies, and Effects
Unit Activity: A Union in Crisis

SS.912.A.2.Su.a: Recognize the major causes and consequences of the Civil War.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Civil War: Battles, Strategies, and Effects
Unit Activity: A Union in Crisis

SS.912.A.2.Pa.a: Recognize characteristics of life during the Civil War.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.2.2: Assess the influence of significant people or groups on Reconstruction.

SS.912.A.2.In.b: Describe the influence of significant people or groups on Reconstruction, such as Andrew Johnson, Ulysses S. Grant, Robert E. Lee, Buffalo Soldiers, and Harriet Tubman.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction

SS.912.A.2.Su.b: Recognize the influence of significant people or groups on Reconstruction, such as Andrew Johnson, Ulysses S. Grant, Robert E. Lee, Buffalo Soldiers, and Harriet Tubman.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction

SS.912.A.2.Pa.b: Recognize there were leaders who promoted social justice.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction

SS.912.A.2.3: Describe the issues that divided Republicans during the early Reconstruction era.

SS.912.A.2.In.c: Identify major challenges during Reconstruction, such as initial resistance to readmission by Southern states, disagreements between President Johnson and the Congress, and opposition to blacks by white extremist organizations, such as the Ku Klux Klan (KKK).

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction

SS.912.A.2.Su.c: Recognize major challenges in the period of Reconstruction, such as the disagreements between the President and Congress and opposition to blacks by groups such as the Ku Klux Klan (KKK).

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction

SS.912.A.2.Pa.c: Recognize that groups of people continued to disagree about slavery after the war.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Events Leading to the Civil War

SS.912.A.2.4: Distinguish the freedoms guaranteed to African Americans and other groups with the 13th, 14th, and 15th Amendments to the Constitution.

SS.912.A.2.In.d: Identify freedoms guaranteed to African American males in the amendments to the Constitution, such as the abolition of slavery, the right to citizenship, and the right to vote.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction
The Jim Crow South
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.2.Su.d: Recognize freedoms guaranteed to African American males in the amendments to the Constitution, such as the abolition of slavery and the right to vote.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - Reconstruction
  - The Jim Crow South
- Unit 4: The Rise of a Modern Nation
  - Women and African Americans in the Progressive Era

PLATO Course US History, Semester B v2.0
- Unit 4: Social Studies Concepts
  - US Government and Citizenship

SS.912.A.2.Pa.d: Recognize that African American males have the right to vote.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - Reconstruction

PLATO Course US History, Semester B v2.0
- Unit 4: Social Studies Concepts
  - US Government and Citizenship

SS.912.A.2.5: Assess how Jim Crow Laws influenced life for African Americans and other racial/ethnic minority groups.

SS.912.A.2.In.e: Identify the purpose of laws of segregation, often called Jim Crow Laws.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - The Jim Crow South

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval
  - The Civil Rights Movement

SS.912.A.2.Su.e: Recognize examples of laws of segregation, often called Jim Crow Laws.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - The Jim Crow South

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval
  - The Civil Rights Movement

SS.912.A.2.Pa.e: Recognize the social issue of segregation.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement

SS.912.A.2.6: Compare the effects of the Black Codes and the Nadir on freed people, and analyze the sharecropping system and debt peonage as practiced in the United States.

SS.912.A.2.In.f: Identify the sharecropping and debt peonage system that was practiced in the United States.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction
The Jim Crow South

SS.912.A.2.Su.f: Recognize that sharecropping was a common way of life for freed people.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction
The Jim Crow South

SS.912.A.2.Pa.f: Recognize the social issue of segregation.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement

SS.912.A.2.7: Review the Native American experience.

SS.912.A.2.In.g: Identify the Native American experience during the westward expansion, such as being forced to leave their native lands to go to reservations and give up tribal identity and culture.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis

The Effects of Westward Expansion

SS.912.A.2.Su.g: Recognize the Native American experience during the westward expansion, such as being forced to leave their native lands to go to reservations and give up tribal identity and culture.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Effects of Westward Expansion

SS.912.A.2.Pa.g: Recognize the social issue of forced integration.

The selected PLATO curriculum does not address this learning expectation.

Standard 3 : Analyze the transformation of the American economy and the changing social and political conditions in response to the Industrial Revolution.

SS.912.A.3.1: Analyze the economic challenges to American farmers and farmers' responses to these challenges in the mid to late 1800s.

SS.912.A.3.In.a: Identify responses to economic challenges faced by farmers, such as shifting from hand labor to machine farming, the creation of colleges to support agricultural development, and increasing the use of commercial agriculture.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Population, Geography, and the Physical Environment

SS.912.A.3.Su.a: Recognize responses to economic challenges faced by farmers, such as shifting from hand labor to machine farming, the creation of colleges to support agricultural development, and increasing the use of commercial agriculture.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction
Unit 4: The Rise of a Modern Nation
The Industrial Revolution

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Population, Geography, and the Physical Environment

SS.912.A.3.Pa.a: Recognize employment options in America.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction
Unit 4: The Rise of a Modern Nation
The Industrial Revolution

SS.912.A.3.2: Examine the social, political, and economic causes, course, and consequences of the second Industrial Revolution that began in the late 19th century.

SS.912.A.3.In.b: Identify economic developments in the second Industrial Revolution, such as mass production of consumer goods, including transportation, food and drink, clothing, and entertainment (cinema, radio, the gramophone).

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
Immigration in the Late 1800s
The Progressive Era

SS.912.A.3.Su.b: Recognize that mass production of transportation, food, and clothing was developed during the second Industrial Revolution.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
Immigration in the Late 1800s
The Progressive Era

SS.912.A.3.Pa.b: Recognize goods that are manufactured, such as clothing.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
The Progressive Era

SS.912.A.3.3: Compare the first and second Industrial Revolutions in the United States.

SS.912.A.3.In.c: Identify technological developments and inventions in the Industrial Revolutions in the United States.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
The Progressive Era

SS.912.A.3.Su.c: Recognize technological developments and inventions in the Industrial Revolutions in the United States.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
The Progressive Era

SS.912.A.3.Pa.c: Recognize that inventions changed life in the United States.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
The Progressive Era

SS.912.A.3.4: Determine how the development of steel, oil, transportation, communication, and business practices affected the United States economy.

SS.912.A.3.In.d: Identify how developments in industry affected the United States economy, such as railroads, forms of communication, and corporations.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
Immigration in the Late 1800s
The Progressive Era

SS.912.A.3.Su.d: Recognize how a development in industry affected the United States economy, such as railroads or forms of communication.

PLATO Course US History, Semester A v2.0

Unit 4: The Rise of a Modern Nation
The Industrial Revolution
Immigration in the Late 1800s
The Progressive Era

SS.912.A.3.Pa.d: Recognize transportation and communication systems.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.3.5: Identify significant inventors of the Industrial Revolution including African Americans and women.

SS.912.A.3.In.e: Identify a significant inventor of the Industrial Revolution, including an African American or a woman.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s

SS.912.A.3.Su.e: Recognize a significant inventor of the Industrial Revolution, including an African American or a woman.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s

SS.912.A.3.Pa.e: Recognize that inventions help people.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Science and Technology

SS.912.A.3.6: Analyze changes that occurred as the United States shifted from agrarian to an industrial society.

SS.912.A.3.In.f: Identify changes that occurred as the United States shifted from an agrarian to an industrial society, such as laissez-faire policies and government regulations of food and drugs.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Progressive Era
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.3.Su.f: Recognize changes that occurred as the United States shifted from an agrarian to an industrial society, such as laissez-faire policies and government regulations of food and drugs.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - The Effects of Westward Expansion
- Unit 4: The Rise of a Modern Nation
  - The Industrial Revolution
  - Immigration in the Late 1800s

SS.912.A.3.Pa.f: Recognize that government can control business.

PLATO Course US History, Semester B v2.0
- Unit 3: The Reagan Era Through Today
  - Contemporary Domestic Issues

SS.912.A.3.7: Compare the experience of European immigrants in the east to that of Asian immigrants in the west (the Chinese Exclusion Act, Gentlemen's Agreement with Japan).

SS.912.A.3.In.g: Identify similarities in the way European immigrants in the east and Asian immigrants in the west were treated, such as discrimination in housing and employment.

PLATO Course US History, Semester A v2.0
- Unit 4: The Rise of a Modern Nation
  - Immigration in the Late 1800s

SS.912.A.3.Su.g: Recognize similarities in the way European immigrants in the east and Asian immigrants in the west were treated, such as discrimination in housing and employment.

PLATO Course US History, Semester A v2.0
- Unit 4: The Rise of a Modern Nation
  - Immigration in the Late 1800s

SS.912.A.3.Pa.g: Recognize the social issue of inequality.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - The Jim Crow South

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval

The Civil Rights Movement
The Vietnam War
The Domestic Policies of Johnson and Nixon

SS.912.A.3.8: Examine the importance of social change and reform in the late 19th and early 20th centuries (class system, migration from farms to cities, Social Gospel movement, role of settlement houses and churches in providing services to the poor).

SS.912.A.3.In.h: Identify the importance of social change and reform, such as settlement houses and churches that helped the poor during the early 1900s.

PLATO Course US History, Semester A v2.0
Unit 2: The Foundation of the United States
The Role of Religion in the United States
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
Immigration in the Late 1800s

SS.912.A.3.Su.h: Recognize the importance of social change and reform, such as settlement houses and churches that helped the poor during the early 1900s.

PLATO Course US History, Semester A v2.0
Unit 2: The Foundation of the United States
The Role of Religion in the United States
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
Immigration in the Late 1800s

SS.912.A.3.Pa.h: Recognize types of assistance for personal and social needs.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.3.9: Examine causes, course, and consequences of the labor movement in the late 19th and early 20th centuries.

SS.912.A.3.In.i: Identify a cause and consequence of the labor movement in the late 1800s and early 1900s, such as the need to improve working conditions and the resulting child labor laws and work regulations.

PLATO Course US History, Semester A v2.0

Unit 4: The Rise of a Modern Nation
The Industrial Revolution

SS.912.A.3.Su.i: Recognize a cause and consequence of the labor movement in the late 1800s and early 1900s, such as the need to improve working conditions and the resulting child labor laws and work regulations.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution

SS.912.A.3.Pa.i: Recognize that workers have rights.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution

SS.912.A.3.10: Review different economic and philosophic ideologies.

SS.912.A.3.In.j: Identify major differences in economic systems, such as capitalism and communism.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Effects of Westward Expansion

SS.912.A.3.Su.j: Recognize an example of an economic system, such as capitalism.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Effects of Westward Expansion

SS.912.A.3.Pa.j: Recognize that people buy and sell goods and services.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.3.11: Analyze the impact of political machines in United States cities in the late 19th and early 20th centuries.

SS.912.A.3.In.k: Identify ways powerful groups (political machines) in United States cities controlled the government, such as having enough votes to maintain control of the city and giving jobs or contracts only to people who supported them.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.3.Su.k: Recognize that powerful groups in United States cities controlled the government and gave favors to people who supported them.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.3.Pa.k: Recognize that powerful groups have a strong influence on government.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.3.12: Compare how different nongovernmental organizations and progressives worked to shape public policy, restore economic opportunities, and correct injustices in American life.

SS.912.A.3.In.l: Identify ways organizations and people have shaped public policy and corrected injustices in American life, such as the NAACP, the YMCA, Theodore Roosevelt, and Booker T. Washington.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation

Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation
PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.3.Su.l: Recognize a way an organization or person has shaped public policy and corrected injustices in American life, such as the NAACP, the YMCA, Theodore Roosevelt, or Booker T. Washington.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation
PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.3.Pa.I: Recognize an organization in the community that helps people.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement

SS.912.A.3.13: Examine key events and peoples in Florida history as they relate to United States history.

SS.912.A.3.In.m: Identify key events and people in Florida history related to United States history, such as the railroad industry, the cattle industry, and the influence of immigrants.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Effects of Westward Expansion
Unit 4: The Rise of a Modern Nation
The Industrial Revolution
Immigration in the Late 1800s

SS.912.A.3.Su.m: Recognize a key event or person in Florida history related to United States history, such as the railroad industry, the cattle industry, or the influence of immigrants.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis

SS.912.A.3.Pa.m: Recognize a key event or person in Florida history.

The selected PLATO curriculum does not address this learning expectation.

Standard 4 : Demonstrate an understanding of the changing role of the United States in world affairs through the end of World War I.

SS.912.A.4.1: Analyze the major factors that drove United States imperialism.

SS.912.A.4.In.a: Identify major factors that drove the United States to expand its influence to other territories, such as forced trade with China and Japan, policies that restricted access to the Western Hemisphere, and the construction of the Panama Canal.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.Su.a: Recognize a factor that drove the United States to expand its influence to other territories, such as forced trade with China and Japan, policies that restricted access to the Western Hemisphere, or the construction of the Panama Canal.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.Pa.a: Recognize the continuing growth over time of the United States.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.2: Explain the motives of the United States acquisition of the territories.

SS.912.A.4.In.b: Identify the benefits of expanding into other territories by the United States, such as Alaska and Hawaii, Puerto Rico, and other islands.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.Su.b: Recognize a benefit of expanding into other territories by the United States, such as Alaska and Hawaii, Puerto Rico, and other islands.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.Pa.b: Recognize the continuing growth over time of the United States.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.3: Examine causes, course, and consequences of the Spanish American War.

SS.912.A.4.In.c: Identify consequences of the Spanish American War, such as ending the Spanish control over Cuba and gaining control of islands in the Caribbean and Pacific.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States

SS.912.A.4.Su.c: Recognize a consequence of the Spanish American War, such as ending the Spanish control over Cuba or gaining control of islands in the Caribbean and Pacific.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation

Toward an Imperialist United States

SS.912.A.4.Pa.c: Recognize the continuing growth over time of the United States.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.4: Analyze the economic, military, and security motivations of the United States to complete the Panama Canal as well as major obstacles involved in its construction.

SS.912.A.4.In.d: Identify reasons why the United States completed the Panama Canal, such as improving trade and decreasing travel time; and identify challenges that were faced during its construction, such as disease and environmental impact.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.Su.d: Recognize why the United States completed the Panama Canal, such as improving trade and decreasing travel time; and recognize challenges that were faced during its construction, such as disease and environmental impact.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.Pa.d: Recognize that a canal is a man-made waterway for travel.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Toward an Imperialist United States
Unit Activity: The Rise of a Modern Nation

SS.912.A.4.5: Examine causes, course, and consequences of United States involvement in World War I.

SS.912.A.4.In.e: Identify causes and consequences of United States involvement in World War I, such as conflicts among European nations, sinking of the Lusitania, threats by Germany, the arms race, and the Allies' plan for peace.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.4.Su.e: Recognize a cause and consequence of United States involvement in World War I, such as conflicts among European nations, sinking of the Lusitania, threats by Germany, the arms race, and the Allies' plan for peace.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.4.Pa.e: Recognize how countries help each other in a war.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.4.6: Examine how the United States government prepared the nation for war with war measures (Selective Service Act, War Industries Board, war bonds, Espionage Act, Sedition Act, Committee of Public Information).

SS.912.A.4.In.f: Identify ways the United States government prepared the nation for World War I, such as initiating the draft, issuing war bonds, and using propaganda.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.Su.f: Recognize a way the United States government prepared the nation for World War I, such as initiating the draft, issuing war bonds, or using propaganda.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.Pa.f: Recognize that citizens support their country during a war.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.4.7: Examine the impact of airplanes, battleships, new weaponry and chemical warfare in creating new war strategies (trench warfare, convoys).

SS.912.A.4.In.g: Identify impacts of the development of airplanes, battleships, and new weapons during World War I.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.Su.g: Recognize an impact of the development of airplanes, battleships, or new weapons during World War I.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.Pa.g: Recognize types of transportation used in wars.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.4.8: Compare the experiences Americans (African Americans, Hispanics, Asians, women, conscientious objectors) had while serving in Europe.

SS.912.A.4.In.h: Identify experiences Americans had while serving in Europe, including groups such as African Americans and women.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.Su.h: Recognize experiences Americans had while serving in Europe, including groups such as African Americans and women.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.Pa.h: Recognize people in the armed services.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.9: Compare how the war impacted German Americans, Asian Americans, African Americans, Hispanic Americans, Jewish Americans, Native Americans, women and dissenters in the United States.

SS.912.A.4.In.i: Identify impacts of the war on diverse groups of people in the United States, including dissenters.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.4.Su.i: Recognize an impact of the war on diverse groups of people in the United States, including dissenters.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.4.Pa.i: Recognize that some people do not support war.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War

SS.912.A.4.10: Examine the provisions of the Treaty of Versailles and the failure of the United States to support the League of Nations.

SS.912.A.4.In.j: Identify that the Treaty of Versailles held Germany responsible for the damages of World War I and established the League of Nations.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.4.Su.j: Recognize that the Treaty of Versailles held Germany responsible for the damages of World War I and established the League of Nations.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.4.Pa.j: Recognize an unintended effect of an agreement (treaty).

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.4.11: Examine key events and peoples in Florida history as they relate to United States history

SS.912.A.4.In.k: Identify key events and people in Florida history, such as the participation of Florida troops and the role of Tampa during the Spanish-American War.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.Su.k: Recognize key events and people in Florida history, such as the participation of Florida troops in the Spanish American War.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.4.Pa.k: Recognize a contribution of Florida as it relates to American history.

The selected PLATO curriculum does not address this learning expectation.

Standard 5 : Analyze the effects of the changing social, political, and economic conditions of the Roaring Twenties and the Great Depression.

SS.912.A.5.1: Discuss the economic outcomes of demobilization.

SS.912.A.5.In.a: Identify an economic result of demobilization, such as reintegration of soldiers into civilian life or reconstruction.

PLATO Course US History, Semester A v2.0
- Unit 5: From War to Recovery
  - The US Role in World War I
  - The Roaring Twenties

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - The Rise of the Middle Class
  - The Effects of World War II on the Home Front
  - Post-World War II Society
- Unit 3: The Reagan Era Through Today
  - Domestic and International Terrorism

SS.912.A.5.Su.a: Recognize a result of demobilization, such as the reintegration of soldiers into civilian life.

PLATO Course US History, Semester A v2.0
- Unit 5: From War to Recovery
  - The US Role in World War I
  - The Roaring Twenties

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - The Effects of World War II on the Home Front

SS.912.A.5.Pa.a: Recognize that soldiers return home after a war.

PLATO Course US History, Semester A v2.0
- Unit 5: From War to Recovery
  - The US Role in World War I
  - The Roaring Twenties

SS.912.A.5.2: Explain the causes of the public reaction (Sacco and Vanzetti, labor, racial unrest) associated with the Red Scare.

SS.912.A.5.In.b: Identify the causes and reactions associated with the Red Scare, such as fear of a communist revolution, strikes by workers, laws limiting immigration, and racial unrest.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Su.b: Recognize a cause and a reaction of the Red Scare, such as fear of a communist revolution, strikes by workers, laws limiting immigration, or racial unrest.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Pa.b: Recognize behaviors that result from fears.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.3: Examine the impact of United States foreign economic policy during the 1920s.

SS.912.A.5.In.c: Identify impacts of United States government economic policies during the 1920s, such as tax cuts, a reduction in federal spending, and high tariffs.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Effects of Westward Expansion
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Su.c: Recognize an impact of United States government economic policies during the 1920s, such as tax cuts, a reduction in federal spending, and high tariffs.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Effects of Westward Expansion
Unit 5: From War to Recovery

The Roaring Twenties

SS.912.A.5.Pa.c: Recognize that the government makes rules about taxes and spending.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Post-World War II Society

SS.912.A.5.4: Evaluate how the economic boom during the Roaring Twenties changed consumers, businesses, manufacturing, and marketing practices.

SS.912.A.5.In.d: Identify results of the economic boom of the Roaring Twenties, such as the rise of automobile ownership, the mass production of goods, and the use of marketing.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Effects of Westward Expansion
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Su.d: Recognize a result of the economic boom of the Roaring Twenties, such as the rise of automobile ownership, the mass production of goods, or the use of marketing.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Effects of Westward Expansion
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Pa.d: Recognize that when people have more money, they can buy more goods.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism

SS.912.A.5.5: Describe efforts by the United States and other world powers to avoid future wars.

SS.912.A.5.In.e: Identify actions of the United States and world powers to avoid future wars, such as forming the League of Nations.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Su.e: Recognize that the League of Nations was formed to prevent wars.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Pa.e: Recognize that countries want to prevent wars.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.6: Analyze the influence that Hollywood, the Harlem Renaissance, the Fundamentalist movement, and prohibition had in changing American society in the 1920s.

SS.912.A.5.In.f: Identify the influences of Hollywood, the Harlem Renaissance, and prohibition on American society in the 1920s.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Progressive Era
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Culture

SS.912.A.5.Su.f: Recognize an influence of Hollywood, the Harlem Renaissance, or prohibition on American society in the 1920s.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Progressive Era
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Culture

SS.912.A.5.Pa.f: Recognize the influences of groups with different beliefs.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism

SS.912.A.5.7: Examine the freedom movements that advocated civil rights for African Americans, Latinos, Asians, and women.

SS.912.A.5.In.g: Identify the effects of freedom movements that advocated for civil rights for African Americans, Latinos, Asians, and women, such as a feeling of unity and a sense of community.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 4: Social Studies Concepts
US Culture

SS.912.A.5.Su.g: Recognize the effects of freedom movements that advocated for civil rights for African Americans, Latinos, Asians, and women, such as a feeling of unity and a sense of community.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 4: Social Studies Concepts
US Culture

SS.912.A.5.Pa.g: Recognize that people in the same ethnic group may feel a sense of community.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Culture

SS.912.A.5.8: Compare the views of Booker T. Washington, W.E.B. DuBois, and Marcus Garvey relating to the African American experience.

SS.912.A.5.In.h: Identify the major view of a leader relating to the African American experience, such as Booker T. Washington, W.E.B. DuBois, or Marcus Garvey.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Culture

SS.912.A.5.Su.h: Recognize the view of a leader relating to the African American experience, such as the way African Americans should go about obtaining their rights.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement

SS.912.A.5.Pa.h: Recognize that people in the same ethnic group may feel a sense of community.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties
Modernism and Antimodernism
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts

SS.912.A.5.9: Explain why support for the Ku Klux Klan varied in the 1920s with respect to issues such as anti-immigration, anti-African American, anti-Catholic, anti-Jewish, anti-women, and anti-union ideas.

SS.912.A.5.In.i: Identify that support of the Ku Klux Klan changed during the 1920s with respect to groups, such as immigrants, African Americans, Catholics, Jews, women, and unions.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Su.i: Recognize that support of the Ku Klux Klan changed during the 1920s with respect to groups, such as immigrants, African Americans, Catholics, Jews, women, and unions.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.Pa.i: Recognize that groups may fear people who are different.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.10: Analyze support for and resistance to civil rights for women, African Americans, Native Americans, and other minorities.

SS.912.A.5.In.j: Identify reasons why there was support for and resistance to civil rights for women, African Americans, Native Americans, and other minorities.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
Reconstruction
The Jim Crow South
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement

SS.912.A.5.Su.j: Recognize a reason why there was support for and resistance to civil rights for women, African Americans, Native Americans, and other minorities.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
The Industrial Revolution

SS.912.A.5.Pa.j: Recognize that groups may fear people who are different.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.5.11: Examine causes, course, and consequences of the Great Depression and the New Deal.

SS.912.A.5.In.k: Identify a cause of the Great Depression, such as drought, inflation, or the stock market crash, and a consequence, such as the New Deal plan for relief, recovery, and reform.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Great Depression
The New Deal

SS.912.A.5.Su.k: Recognize a cause of the Great Depression, such as drought, inflation, or the stock market crash, and a consequence, such as the New Deal plan for relief, recovery, and reform.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
Unit Activity: From War to Recovery
The Great Depression
The New Deal

SS.912.A.5.Pa.k: Recognize that people struggle to meet their needs when they don't have enough money.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The Great Depression

SS.912.A.5.12: Examine key events and people in Florida history as they relate to United States history.

SS.912.A.5.In.I: Identify key events and people in Florida, such as the Florida land boom, air conditioning, New Deal programs, and Marjorie Kinnan Rawlings.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The New Deal

SS.912.A.5.Su.I: Recognize key events in Florida, such as the Florida land boom and the development of air conditioning.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.5.Pa.I: Recognize an important development in Florida, such as air conditioning.

The selected PLATO curriculum does not address this learning expectation.

Standard 6 : Understand the causes and course of World War II, the character of the war at home and abroad, and its reshaping of the United States role in the post-war world.

SS.912.A.6.1 Examine causes, course, and consequences of World War II on the United States and the world.

SS.912.A.6.In.a: Identify major causes and consequences of World War II on the United States and the world.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.6.Su.a: Recognize a major cause and result of World War II on the United States and the world.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.6.Pa.a: Recognize that the United States fought in a war.

PLATO Course US History, Semester B v2.0

Unit 1: World War II and Its Aftermath
World War II

SS.912.A.6.2 Describe the United States response in the early years of World War II (Neutrality Acts, Cash and Carry, Lend Lease Act).

SS.912.A.6.In.b: Identify the United States response in the early years of World War II, such as the Neutrality Act, giving aid to Britain, and supplying war material to other countries.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.6.Su.b: Recognize the United States response in the early years of World War II, such as trying to stay out of the war and providing aid and war material to other countries fighting in the war.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.6.Pa.b: Recognize that a country can provide aid to other countries (allies) during a war.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.6.3 Analyze the impact of the Holocaust during World War II on Jews as well as other groups.

SS.912.A.6.In.c: Identify the impact of the Holocaust during World War II on Jews and other groups.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II

SS.912.A.6.Su.c: Recognize an impact of the Holocaust during World War II on Jews and other groups.

PLATO Course US History, Semester B v2.0

Unit 1: World War II and Its Aftermath
World War II

SS.912.A.6.Pa.c: Recognize that groups may be treated badly because they are different.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.6.4 Examine efforts to expand or contract rights for various populations during World War II.

SS.912.A.6.In.d: Identify actions related to rights for groups during World War II, such as women, African Americans, German Americans, Japanese Americans, Native Americans, Hispanic Americans, or Italian Americans.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.6.Su.d: Recognize an action related to rights for groups during World War II, such as women, African Americans, German Americans, Japanese Americans, Native Americans, Hispanic Americans, or Italian Americans.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.6.Pa.d: Recognize that groups may be treated differently during a war.

PLATO Course US History, Semester A v2.0
Unit 5: From War to Recovery
The US Role in World War I

SS.912.A.6.5 Explain the impact of World War II on domestic government policy.

SS.912.A.6.In.e: Identify an impact of World War II on domestic government policy, such as rationing, national security, civil rights, and increased job opportunities.

PLATO Course US History, Semester B v2.0

Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.6.Su.e: Recognize an impact of World War II on domestic government policy, such as rationing, national security, civil rights, or increased job opportunities.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.6.Pa.e: Recognize that war causes changes in home life.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.6.6 Analyze the use of atomic weapons during World War II and the aftermath of the bombings.

SS.912.A.6.In.f: Identify a reason why the United States decided to use atomic weapons against Japan and identify the aftermath, such as destruction and the ending of World War II.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.6.Su.f: Recognize the aftermath of the use of atomic weapons against Japan, such as destruction and the ending of World War II.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.6.Pa.f: Recognize that countries may take drastic measures to end a war.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
World War II
The Effects of World War II on the Home Front

SS.912.A.6.7 Describe the attempts to promote international justice through the Nuremberg Trials.

SS.912.A.6.In.g: Identify attempts to promote international justice by trying Nazi war crimes after World War II (Nuremberg Trials).

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - World War II
- Unit 4: Social Studies Concepts
  - US Government and Citizenship

SS.912.A.6.Su.g: Recognize attempts to promote international justice by trying Nazi war crimes after World War II (Nuremberg Trials).

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - World War II
- Unit 4: Social Studies Concepts
  - US Government and Citizenship

SS.912.A.6.Pa.g: Recognize that people who commit war crimes may have a trial.

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - World War II

SS.912.A.6.8 Analyze the effects of the Red Scare on domestic United States policy.

SS.912.A.6.In.h: Identify the effects of the Red Scare on the United States, such as the loyalty review program and the House Un-American Activities Committee.

PLATO Course US History, Semester A v2.0
- Unit 5: From War to Recovery
  - The Roaring Twenties

PLATO Course US History, Semester B v2.0
- Unit 1: World War II and Its Aftermath
  - Cold War Events

SS.912.A.6.Su.h: Recognize an effect of the Red Scare on the United States, such as the loyalty review program.

PLATO Course US History, Semester A v2.0

Unit 5: From War to Recovery
The Roaring Twenties

SS.912.A.6.Pa.h: Recognize loyalty to one's country.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.6.9 Describe the rationale for the formation of the United Nations, including the contribution of Mary McLeod Bethune.

SS.912.A.6.In.i: Identify that the United Nations was formed as an international organization to keep world peace and Mary McLeod Bethune was involved in developing the charter.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.6.Su.i: Recognize a peacekeeping role of the United Nations.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.6.Pa.i: Recognize that countries work together in the United Nations.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.6.10 Examine causes, course, and consequences of the early years of the Cold War (Truman Doctrine, Marshall Plan, NATO, Warsaw Pact).

SS.912.A.6.In.j: Identify the consequences of the early years of the Cold War, such as the establishment of the Truman Doctrine, the Marshall Plan, NATO, and the Warsaw Pact.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Anticommunism and the Roots of the Cold War
Cold War Events
Unit 4: Social Studies Concepts

US Government and Citizenship

SS.912.A.6.Su.j: Recognize a consequence of the Cold War, such as the arms race, fear of the spread of communism, plans to help countries rebuild after World War II, or that countries in communist and western nations formed separate alliances.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.6.Pa.j: Recognize that countries help each other to prevent wars.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Anticommunism and the Roots of the Cold War
Cold War Events

SS.912.A.6.11 Examine the controversy surrounding the proliferation of nuclear technology in the United States and the world.

SS.912.A.6.In.k: Identify concerns about the spread of nuclear technology in the United States and the world.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Population, Geography, and the Physical Environment

SS.912.A.6.Su.k: Recognize a concern about the spread of nuclear technology in the United States and the world.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
Population, Geography, and the Physical Environment

SS.912.A.6.Pa.k: Recognize that countries make agreements to prevent war.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.6.12 Examine causes, course, and consequences of the Korean War.

SS.912.A.6.In.I: Identify a cause and consequence of the Korean War.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.6.Su.I: Recognize a cause and consequence of the Korean War.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.6.Pa.I: Recognize that countries help other countries in war.

PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.6.13 Analyze significant foreign policy events during the Truman, Eisenhower, Kennedy, Johnson, and Nixon administrations.

SS.912.A.6.In.m: Identify results of significant foreign policy events, such as the Cuban missile crisis, the Gulf of Tonkin Resolution—Vietnam, and relations with China.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events
Unit 2: A Time of Upheaval
The Vietnam War

SS.912.A.6.Su.m: Recognize the results of a significant foreign policy event, such as the Cuban missile crisis, the Gulf of Tonkin Resolution—Vietnam, or relations with China.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events
Unit 2: A Time of Upheaval
The Vietnam War

SS.912.A.6.Pa.m: Recognize that the United States is involved with other nations.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War

SS.912.A.6.14 Analyze causes, course, and consequences of the Vietnam War.

SS.912.A.6.In.n: Identify causes and results of the Vietnam War.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War

SS.912.A.6.Su.n: Recognize a cause and result of the Vietnam War.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War

SS.912.A.6.Pa.n: Recognize that countries help other countries in war.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War

SS.912.A.6.15 Examine key events and peoples in Florida history as they relate to United States history.

SS.912.A.6.In.o: Identify key events in Florida, such as the construction of military bases and World War II training centers and the development of the space program and NASA.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.6.Su.o: Recognize key events in Florida, such as the construction of military bases and the development of the space program.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.6.Pa.o: Recognize a development in Florida, such as the space program.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

Standard 7 : Understand the rise and continuing international influence of the United States as a world leader and the impact of contemporary social and political movements on American life.

SS.912.A.7.1 Identify causes for Post-World War II prosperity and its effects on American society.

SS.912.A.7.In.a: Identify effects of post-World War II prosperity on American society, such as the Baby Boom and the growth of suburbs.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Rise of the Middle Class
The Effects of World War II on the Home Front
Post-World War II Society

SS.912.A.7.Su.a: Recognize an effect of post-World War II prosperity on American society, such as the Baby Boom or the growth of suburbs.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Rise of the Middle Class
Post-World War II Society

SS.912.A.7.Pa.a: Recognize a characteristic of post-World War II, such as suburbs and modern appliances.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.7.2 Compare the relative prosperity between different ethnic groups and social classes in the post-World War II period.

SS.912.A.7.In.b: Identify the prosperity of different ethnic groups and social classes in the post-World War II period.

PLATO Course US History, Semester B v2.0

Unit 1: World War II and Its Aftermath
The Rise of the Middle Class
The Effects of World War II on the Home Front
Post-World War II Society

SS.912.A.7.Su.b: Recognize the prosperity of different ethnic groups and social classes in the post-World War II period.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Rise of the Middle Class
The Effects of World War II on the Home Front
Post-World War II Society

SS.912.A.7.Pa.b: Recognize that different groups of people may be rich or poor.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.7.3 Examine the changing status of women in the United States from post-World War II to present.

SS.912.A.7.In.c: Identify ways that the role of women in the United States has changed since World War II, such as having more women in the workforce and politics and the use of birth control.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.7.Su.c: Recognize a way that the role of women in the United States has changed since World War II, such as having more women in the workforce and politics or the use of birth control.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front

SS.912.A.7.Pa.c: Recognize a role of women, such as working outside the home.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
The Effects of World War II on the Home Front
Unit 4: Social Studies Concepts
US Culture

SS.912.A.7.4 Evaluate the success of 1960s era presidents' foreign and domestic policies.

SS.912.A.7.In.d: Examine government policies and programs in the 1960s, such as civil rights legislation, the Space Race, and the Great Society.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events
Unit 2: A Time of Upheaval
The Civil Rights Movement
The Domestic Policies of Johnson and Nixon
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.7.Su.d: Identify a government policy or program in the 1960s, such as civil rights legislation, the Space Race, or the Great Society.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events
Unit 2: A Time of Upheaval
The Domestic Policies of Johnson and Nixon
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.7.Pa.d: Recognize a government program that helps people.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today

SS.912.A.7.5 Compare nonviolent and violent approaches utilized by groups (African Americans, women, Native Americans, Hispanics) to achieve civil rights.

SS.912.A.7.In.e: Identify violent and nonviolent approaches used by groups, such as African Americans, women, Native Americans, and Hispanics, to achieve civil rights.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - The Jim Crow South

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval
  - The Civil Rights Movement
  - The Vietnam War
- Unit 4: Social Studies Concepts
  - US Culture

SS.912.A.7.Su.e: Recognize violent and nonviolent approaches used by groups, such as African Americans, women, Native Americans, and Hispanics, to achieve civil rights.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - The Jim Crow South

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval
  - The Civil Rights Movement
  - The Vietnam War
- Unit 4: Social Studies Concepts
  - US Culture

SS.912.A.7.Pa.e: Recognize that people act in violent and nonviolent ways to bring about change.

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval
  - The Civil Rights Movement
  - The Vietnam War

SS.912.A.7.6 Assess key figures and organizations in shaping the Civil Rights Movement and Black Power Movement.

SS.912.A.7.In.f: Identify important acts of key persons and organizations in the Civil Rights Movement and Black Power Movement, such as Martin Luther King, Rosa Parks, the NAACP, and Malcolm X.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - The Jim Crow South

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval
  - The Civil Rights Movement
- Unit 4: Social Studies Concepts
  - US Culture

SS.912.A.7.Su.f: Recognize important acts of key persons and organizations in the Civil Rights Movement and Black Power Movement, such as Martin Luther King, Rosa Parks, the NAACP, and Malcolm X.

PLATO Course US History, Semester A v2.0
- Unit 3: A Union in Crisis
  - The Jim Crow South

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval
  - The Civil Rights Movement
- Unit 4: Social Studies Concepts
  - US Culture

SS.912.A.7.Pa.f: Recognize that people act in violent and nonviolent ways to bring about change.

PLATO Course US History, Semester B v2.0
- Unit 2: A Time of Upheaval
  - The Civil Rights Movement
  - The Vietnam War

SS.912.A.7.7 Assess the building of coalitions between African Americans, whites, and other groups in achieving integration and equal rights.

SS.912.A.7.In.g: Identify ways African Americans, whites, and other groups joined together to bring about changes in integration and equal rights, such as the Freedom Rides and the March on Washington.

PLATO Course US History, Semester A v2.0

Unit 3: A Union in Crisis
The Jim Crow South
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
The Vietnam War

SS.912.A.7.Su.g: Recognize ways African Americans, whites, and other groups joined together to bring about changes in integration and equal rights, such as the Freedom Rides and the March on Washington.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
The Vietnam War

SS.912.A.7.Pa.g: Recognize that people act in violent and nonviolent ways to bring about change.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
The Vietnam War

SS.912.A.7.8 Analyze significant Supreme Court decisions relating to integration, busing, affirmative action, the rights of the accused, and reproductive rights.

SS.912.A.7.In.h: Identify the importance of landmark Supreme Court cases, such as integration—Brown v. Board of Education (1954), affirmative action—Regents of the University of California v. Bakke (1978), rights of the accused—Gideon v. Wainright (1963), and reproductive rights—Roe v. Wade (1973).

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit Activity: A Time of Upheaval
Unit 3: The Reagan Era Through Today

Contemporary Domestic Issues
Unit Activity: The Reagan Era Through Today
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.7.Su.h: Recognize the importance of landmark Supreme Court cases, such as integration—Brown v. Board of Education (1954), affirmative action—Regents of the University of California v. Bakke (1978), rights of the accused—Gideon v. Wainright (1963), and reproductive rights—Roe v. Wade (1973).

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
Unit 4: The Rise of a Modern Nation
The Progressive Era
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit Activity: A Time of Upheaval
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues
Unit Activity: The Reagan Era Through Today
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.7.Pa.h: Recognize that Supreme Court cases have important outcomes that affect all citizens.

PLATO Course US History, Semester A v2.0
Unit 3: A Union in Crisis
The Jim Crow South
Unit 4: The Rise of a Modern Nation
The Progressive Era
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues
Unit Activity: The Reagan Era Through Today
Unit 4: Social Studies Concepts
US Government and Citizenship

SS.912.A.7.9 Examine the similarities of social movements (Native Americans, Hispanics, women, anti-war protesters) of the 1960s and 1970s.

SS.912.A.7.In.i: Identify social movements of the 1960s and 1970s, such as reimbursement for Native American lands, working conditions of Hispanics and bilingual and bicultural education, and women's rights.

PLATO Course US History, Semester A v2.0
Unit 2: The Foundation of the United States
The Role of Religion in the United States
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 4: Social Studies Concepts
US Culture

SS.912.A.7.Su.i: Recognize social movements of the 1960s and 1970s, such as reimbursement for Native American lands, working conditions of Hispanics and bilingual and bicultural education, and women's rights.

PLATO Course US History, Semester A v2.0
Unit 2: The Foundation of the United States
The Role of Religion in the United States
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement
Unit 4: Social Studies Concepts
US Culture

SS.912.A.7.Pa.i: Recognize that people work together for positive change.

PLATO Course US History, Semester A v2.0
Unit 2: The Foundation of the United States
The Role of Religion in the United States
Unit 4: The Rise of a Modern Nation
Women and African Americans in the Progressive Era
PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Civil Rights Movement

SS.912.A.7.10 Analyze the significance of Vietnam and Watergate on the government and people of the United States.

SS.912.A.7.In.j: Identify the impact of the Vietnam War and Watergate on the United States.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War
The Domestic Policies of Johnson and Nixon

SS.912.A.7.Su.j: Recognize an impact of the Vietnam War and Watergate on the United States.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War
The Domestic Policies of Johnson and Nixon

SS.912.A.7.Pa.j: Recognize an impact of war on people.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War

SS.912.A.7.11 Analyze the foreign policy of the United States as it relates to Africa, Asia, the Caribbean, Latin America, and the Middle East.

SS.912.A.7.In.k: Identify aspects of United States foreign policy as it relates to Africa, Asia, the Caribbean, Latin America, and the Middle East.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Anticommunism and the Roots of the Cold War
Cold War Events
Unit 2: A Time of Upheaval
The Vietnam War
The Domestic Policies of Johnson and Nixon
Unit 3: The Reagan Era Through Today
Unit Activity: The Reagan Era Through Today
The Reagan Era and the End of the Cold War

SS.912.A.7.Su.k: Recognize an aspect of United States foreign policy as it relates to Africa, Asia, the Caribbean, Latin America, and the Middle East.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath

Anticommunism and the Roots of the Cold War
Cold War Events
Unit 2: A Time of Upheaval
The Vietnam War
The Domestic Policies of Johnson and Nixon
Unit 3: The Reagan Era Through Today
Unit Activity: The Reagan Era Through Today
The Reagan Era and the End of the Cold War
Foreign Policy Challenges of the 1990s

SS.912.A.7.Pa.k: Recognize that the United States has interests in other countries.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Vietnam War
The Domestic Policies of Johnson and Nixon
Unit 3: The Reagan Era Through Today
Unit Activity: The Reagan Era Through Today
The Reagan Era and the End of the Cold War

SS.912.A.7.12 Analyze political, economic, and social concerns that emerged at the end of the 20th century and into the 21st century.

SS.912.A.7.In.I: Identify political, economic, and social concerns that emerged from the late 1900s to early 2000s.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Unit Activity: The Reagan Era Through Today
Foreign Policy Challenges of the 1990s
Domestic and International Terrorism

SS.912.A.7.Su.I: Recognize political, economic, and social concerns that emerged from the late 1900s to early 2000s.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Unit Activity: The Reagan Era Through Today
Foreign Policy Challenges of the 1990s
Domestic and International Terrorism

SS.912.A.7.Pa.I: Recognize a social or economic concern of people.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.7.13 Analyze the attempts to extend New Deal legislation through the Great Society and the successes and failures of these programs to promote social and economic stability.

SS.912.A.7.In.m: Identify components of the Great Society program, such as Medicare and Medicaid, urban development, housing, and transit.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Domestic Policies of Johnson and Nixon
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.7.Su.m: Recognize a component of the Great Society program, such as Medicare and Medicaid, or housing.

PLATO Course US History, Semester B v2.0
Unit 2: A Time of Upheaval
The Domestic Policies of Johnson and Nixon
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.7.Pa.m: Recognize a social program of the government.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.7.14 Review the role of the United States as a participant in the global economy (trade agreements, international competition, impact on American labor, environmental concerns).

SS.912.A.7.In.n: Identify ways the United States participates in the global economy, such as by trading with other countries and making trade agreements.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.7.Su.n: Recognize a way the United States participates in the global economy, such as by trading with other countries or making trade agreements.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.7.Pa.n: Recognize a product produced in another country.

The selected PLATO curriculum does not address this learning expectation.

SS.912.A.7.15 Analyze the effects of foreign and domestic terrorism on the American people.

SS.912.A.7.In.o: Identify effects of terrorism in the United States, such as the attacks on September 11, 2001, which led to the wars in Afghanistan and Iraq.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Domestic and International Terrorism

SS.912.A.7.Su.o: Recognize that the United States has been affected by acts of terrorism, such as the attacks on September 11, 2001.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Domestic and International Terrorism

SS.912.A.7.Pa.o: Recognize an act of terrorism, such as September 11, 2001.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Domestic and International Terrorism

SS.912.A.7.16 Examine changes in immigration policy and attitudes toward immigration since 1950.

SS.912.A.7.In.p: Identify ways that immigration policy and attitudes have changed since 1950.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.7.Su.p: Recognize that immigration policy and attitudes have changed since 1950.

PLATO Course US History, Semester B v2.0
Unit 3: The Reagan Era Through Today
Contemporary Domestic Issues

SS.912.A.7.Pa.p: Recognize that people immigrate to this country.

PLATO Course US History, Semester A v2.0
Unit 4: The Rise of a Modern Nation
Immigration in the Late 1800s

SS.912.A.7.17 Examine key events and key people in Florida history as they relate to United States history.

SS.912.A.7.In.q: Identify key events in Florida, such as the construction of Disney World, the growth of the citrus industry, changes in the space program, and immigration.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.7.Su.q: Identify a key event in Florida, such as the construction of Disney World, the growth of the citrus industry, changes in the space program, or immigration.

PLATO Course US History, Semester B v2.0
Unit 1: World War II and Its Aftermath
Cold War Events

SS.912.A.7.Pa.q: Recognize a key event in Florida, such as construction of Disney World.

The selected PLATO curriculum does not address this learning expectation.

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Reading Curriculum

Our School will adhere to the specifications set forth by, and take full advantage of, a myriad of resources available from the Just Read, Florida! office of the Florida Department of Education.

The school's reading instruction will align with Florida's Revised Formula for Success, 6 + 4 + T1 +T2 + T3, which includes the following:

Six components of reading: oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension;

- **Four types of classroom assessments:** screening, progress monitoring/formative assessment, diagnosis, and summative assessment;
- **Core instruction (Tier 1):** is standards-aligned; includes accommodations for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners; provides print-rich explicit and systematic, scaffolded, and differentiated instruction; builds background and content knowledge; incorporates writing in response to reading; and incorporates the principles of Universal Design for Learning as defined in 34 C.F.R. 200.2(b)(2)(ii);
- **Immediate intervention (Tier 2):** is standards-aligned; includes accommodations for students with a disability, students with an IEP, and students who are English language learners; provides explicit, systematic, small group teacher-led instruction matched to student need, targeting gaps in learning to reduce barriers to students' ability to meet Tier 1 expectations; provides multiple opportunities to practice the targeted skill(s) and receive feedback; and occurs in addition to core instruction; and
- **Immediate intensive intervention (Tier 3):** is provided to students identified as having a substantial deficiency in reading; is standards-aligned; includes accommodations for students with a disability, students with an IEP, and students who are English language learners; provides explicit, systematic, individualized instruction based on student need, one-on-one or very small group instruction with more guided practice, immediate corrective feedback, and frequent progress monitoring; and occurs in addition to core instruction and Tier 2 interventions. In accordance with Section 1008.25(4)(c), F.S., students identified with a substantial reading deficiency must be covered by a federally required student plan, such as an IEP or an individualized progress monitoring plan and receive intensive interventions from teachers who are certified or endorsed in reading.

The School will use the Reading Plus curriculum. Reading plus is an online reading intervention system that uses adaptive technology to provide individualized, scaffolded silent reading practice for adolescent students. Reading Plus has been shown to significantly improve reading achievement for diverse populations of students in grades 3-12. It has been validated across a wide range of districts and schools, approaches to intervention, and major student subpopulations. Reading Plus is committed to continuing the development of innovative intervention that is grounded in evidence and efficacy. The program provides rapid, sustainable, and deep vocabulary, comprehension, and silent reading fluency gains. Reading Plus will help to

develop attention, word recognition automaticity, grade-appropriate reading rates, enhanced vocabulary, and improved reading comprehension.

Reading Plus was chosen because of its ability to differentiate instruction and pinpoint student needs. The Reading Plus adaptive assessment, InSight, is a valid and reliable assessment that was created under the guidance of lead reading and assessment researchers. This assessment places students within the program in one of fourteen (14) levels. The reading levels range from elementary through college. InSight goes beyond typical measures of comprehension and vocabulary by also measuring comprehension-based silent reading rate and motivation. The rich data not only provides teachers a deep understanding of their students' needs, but also empowers students to become more confident and motivated about their learning and follow their own personalized paths to reading proficiency.

Once assessed and placed in the appropriate level, students work on activities that have been developed using proven instructional strategies. The program is continuously collecting data on student's performance in order to customize instruction. Teachers support students as they advance from struggling readers to proficient readers by utilizing the program's comprehensive online instruction as well as printable materials for direct instruction and differentiation at the class, small group, and individual level.

Reading Plus can remediate students who are moderately behind in reading as well as accelerate reading growth for students who are on grade level. Its usage spans from middle school through community college and because it increases silent reading fluency, vocabulary and comprehension, students also use it as an SAT/ACT and EOC preparatory program.

PUPIL PROGRESSION PLAN (not applicable)

The instructions in the Florida Model Charter Application require an applicant to indicate whether it intends to use the local school district's pupil progression plan. If not, the policies and standards for promoting students from one grade level to the next are to be included as Attachment E.

As indicated on page 52 in response to question 5.C., Florida High School for Accelerated Learning – Manatee, Inc. intends to follow the district's pupil progression plan, so this attachment is not applicable.

Assessment Schedule

Assessment	Frequency	Description	Subject(s)	Grade Level(s)
Florida Standards Assessment (FSA)	Annually	The FSA measures student achievement of the standards contained in the Florida Standards and the Next Generation Sunshine State Standards.	Reading and Writing	Reading and writing (grade 9, and 10).
Florida Standards Assessment (FSA)	Annually	The FSA measures student achievement of the standards contained in the Florida Standards and the Next Generation Sunshine State Standards.	Reading, Writing, Math and Science	Reading, writing math (grade 7-8), and science (grade 8).
Florida Assessment for Student Thinking (F.A.S.T.)	Annually	The Florida Assessment of Student Thinking (FAST), is a progress monitoring assessment, which students will participate in three times per year and measures student achievement in Florida's Benchmarks for Excellent Student Thinking (B.E.S.T.).	Reading, and Math	Reading (grade 7-10), and math (grade 8)
End-of-Course Assessments (EOC)	As required by the state and district	The Florida EOC Assessments are part of Florida's Next Generation Strategic Plan for the purpose of increasing student achievement and improving college and career readiness. EOCs are computer-based, criterion-referenced assessments that measure the Next Generation Sunshine State Standards for specific high-school courses, as outlined in the course description.	Algebra I Geometry Biology I and other required EOCs	9-12

Assessment	Frequency	Description	Subject(s)	Grade Level(s)
End-of-Course Assessments (EOC)	As required by the state and district	The Florida EOC Assessments are part of Florida's Next Generation Strategic Plan for the purpose of increasing student achievement and improving college and career readiness. EOCs are computer-based, criterion-referenced assessments that measure the Next Generation Sunshine State Standards for specific high-school courses, as outlined in the course description.	Civics and other required EOCs	7
CAPE Industry Certification	Fall and Spring of each year	CTE Industry Certification Exams	Carpentry, Programming, Health Science, Culinary Arts, Robotics, Welding	9-12
Industry Certification Exam	Fall and Spring of each year	CTE certification exams, including, NOCTI's Job Ready assessments based on industry standards	Industry Certification Exams	10-12
Baseline Assessment: GAIN	Fall and Spring of each year	Assessment tools for at-risk high school and adult students	English and Math	9-12
Formative assessments	On-going	Assessments of ongoing progress in content areas to identify incremental growth. Ongoing assessment and evaluation will be conducted through classroom observations, quizzes, tests, and checklists. Any gaps in student progress will be identified and	All	9-12

Assessment	Frequency	Description	Subject(s)	Grade Level(s)
		appropriate strategies implemented to address the gaps.		
PSAT	Fall	Evidence-Based Reading & Writing and Math administered to 10th grade Students	Reading and Math	10
Postsecondary Education Readiness Test (PERT)	Spring	Administered to students proficient on state assessments to determine college readiness.	Reading and Math	11
ACCESS for ELLs	Annually	The ACCESS for ELLs measures English Language Learners (ELLs) proficiency in the English language; thus, ensuring the skills needed in school to achieve at high levels, academically	English Proficiency	9-12
SAT	Fall and Spring of each year	Evidence-Based Reading & Writing and Math administered to 11th and 12th grade students	Reading and Math	11-12
ACT	Fall and Spring of each year	English, math, reading, science, and writing (optional) administered to 11th and 12th grade students	English, math, reading, science, and writing (optional)	11-12
Course Summative Assessments	At completion of each semester course	Students will complete end-of-semester exams for each course to determine content mastery.	All	9-12

In addition, the following students are eligible to participate in Florida's EOC assessments:
• Students who need to retake an assessment for graduation purposes.
• Students who have not yet taken an assessment to be averaged as 30% of their course grades.
• Students who are in grade forgiveness programs and wish to retake an assessment to improve their course grades.
• Students who need to earn a passing score for a standard diploma with a Scholar designation (Geometry, Biology 1, and U.S. History only).
• Students in a credit acceleration program (CAP) who wish to take the assessment to earn course credit (may apply to all subjects except for Civics).

In accordance with section 1008.22(3)(b)2., Florida Statutes, middle grades students will not be tested on both a grade-level mathematics assessment and a mathematics EOC assessment. Middle grades students enrolled in Algebra 1 or Geometry must take the corresponding EOC assessment, not the grade-level mathematics assessment. Likewise, middle grades students may not be tested on both the Statewide Science Assessment and the Biology 1 EOC assessment. Students enrolled in Biology 1 must take the EOC assessment, not the Grade 8 Science assessment.

PROPOSED DISCIPLINE POLICY (not applicable)

The Model Florida Charter School Application requires the applicant to include as Attachment G the proposed discipline policy or student code of conduct if the applicant does not intend to use the local school district's code of conduct policy.

As noted on page 83 in response to question 8.B., Florida High School for Accelerated Learning – Manatee, Inc. will follow the District's Code of Conduct.

ARTICLES OF INCORPORATION
OF
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

The undersigned hereby forms a corporation not for profit under Chapter 617 of the Florida Statutes, and, for these purposes, hereby adopts the following Articles of Incorporation.

ARTICLE I – NAME

The name of the Corporation shall be: FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC. (the "Corporation"), a Florida not for profit corporation.

ARTICLE II – PURPOSES

The purposes for which the Corporation is organized are:

In particular, to establish and operate one (1) or more charter schools as defined in the laws of the State of Florida within Manatee County, Florida, and in other areas as permitted by Florida law as determined by the Corporation's Board of Directors. Each charter school shall be organized so that it presents a system of formal instruction of its curriculum to a regularly enrolled student body through its faculty for the benefit of the general public. In particular, the Corporation will establish programs to aid and assist low-performing, over-age, grade repeating, credit deficient students in graduating from a Florida public high school.

In general, to do any and all acts and things, and to exercise any and all powers which now or hereafter are lawful for the Corporation to do or exercise under and pursuant to the laws of the State of Florida for the purpose of accomplishing any of the purposes of the Corporation.

The purposes for which the Corporation is organized shall be limited to those which are strictly charitable and educational. In no event shall the Corporation engage in any activity which would be contrary to the purposes and activities: (i) permitted to be engaged in by any organization the activities of which are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or (ii) of a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable rules and regulations thereunder. Provided, however, that the Corporation shall not conduct its business or affairs in such a manner as to discriminate against any person on the basis of race, color, religion, sex, or age.

The Corporation shall not engage, nor shall any of its funds, property, or income be used, in carrying on propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the Corporation engage in subversive activities.

The Corporation shall not be operated for the primary purpose of carrying on an unrelated trade or business as defined in Section 513 of the Code, and the applicable rules and regulations thereunder.

No benefits shall be solicited or received by, nor shall any compensation be paid to, any officer, director, trustee, creator or organizer of the Corporation or substantial contributor to it pursuant to Section 112.313 of the Florida Statutes.

The Corporation is organized to serve public interests. Accordingly, it shall not be operated for the benefit of private interests.

ARTICLE III – POWERS

The Corporation shall have all the powers granted to not for profit corporations under the laws of the State of Florida which are necessary or convenient to effect any and all purposes for which the Corporation is organized. Subject to any applicable limitations, the Corporation shall have the power to receive, accept, use, hold, manage, and dispose of all types of real and personal property given, transferred, devised, or bequeathed to it, in trust or otherwise, for the purposes described above and for any purposes incidental thereto. In no event, however, shall the Corporation have or exercise any power which would cause it not to qualify as a tax-exempt organization under Section 501(c)(3) or Section 170 of the Code, and the applicable rules and regulations thereunder; nor shall the Corporation engage directly or indirectly in any activity which would cause the loss of such qualification. No part of the assets or the net earnings, current or accumulated, of the Corporation shall inure to the benefit of any private individual.

ARTICLE IV – MEMBERS

This Corporation shall have no Members.

ARTICLE V – TERM OF EXISTENCE

The Corporation shall have perpetual existence.

ARTICLE VI – OFFICERS AND DIRECTORS

The affairs of the Corporation in operating the charter school shall be managed on a day-to-day basis by the principal of the charter school. The Board of Directors shall set policy for the Corporation including but not limited to, the academic, financial and operation policies of the charter school, with the principal charged to implement these policies pursuant to the Bylaws. The offices of the Corporation, the manner of election and removal of officers and the term of office of each officer shall be set forth in the Corporation's Bylaws. Officers may be re-elected to serve subsequent terms. In the event of a vacancy in any office for any reason, the Board of Directors shall fill such vacancy for the unexpired term. An officer does not have to be a member of the Board of Directors and a member of the Board of Directors does not have to be an officer.

ARTICLE VII – FIRST BOARD OF DIRECTORS

The number of persons constituting the first Board of Directors shall be three (3); provided, however, that the number of directors may expand as provided in the Corporation's Bylaws, but shall never be less than three (3). The names and addresses of the persons who are to serve as directors until the first election under these Articles of Incorporation are as follows:

Name	Address
Lawrence Rose	410 4th Avenue East Bradenton, FL 34208
Walter Loos	103B Gulf Drive North Bradenton Beach, FL 34217
Dwight Barber	4619 Reisswood Loop Palmetto, FL 34221

The length of terms to be served, qualifications, number of directors and the manner of their election and removal shall be set forth in the Bylaws of this Corporation.

ARTICLE VIII – INITIAL OFFICERS

The names of the initial officers who are to serve until their successors are duly elected and qualified in accordance with the Bylaws of the Corporation are as follows:

Name	Office
Dwight Barber	Chairman
Lawrence Rose	Vice-Chairman
Walter Loos	Secretary / Treasurer

ARTICLE IX – BYLAWS

The Bylaws of the Corporation shall be approved by a majority vote of the Board of Directors, and thereafter may be altered or rescinded by a majority vote of the Board of Directors at the annual meeting of the Board or at a duly called meeting of the Board in accordance with the Bylaws.

ARTICLE X – AMENDMENTS TO THE ARTICLES OF INCORPORATION

The Articles of Incorporation may be amended in the manner provided by law.

ARTICLE XI – DISSOLUTION

In accordance with the Bylaws of this Corporation, upon the liquidation or dissolution of the Corporation, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the Corporation (including, but not limited to any liability or obligation to the School Board of Manatee County), shall be distributed to, and only to, an organization qualified as tax exempt under Section 501(c)(3) of the Code engaged in educational activities in the State of Florida. No part of the assets or the net earnings, current or accumulated, of the Corporation shall inure to the benefit of a private individual.

ARTICLE XII – INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this Corporation shall be:

1001 NW 119th Avenue
Coral Springs, FL 33071

The name of the initial registered agent of this Corporation shall be:

John J. Hearn

ARTICLE XIII – CORPORATION'S PRINCIPAL OFFICE AND MAILING ADDRESSES

The principal and mailing address of this Corporation shall be:

c/o Emily Booker
ALS Education, LLC
5850 T. G. Lee Boulevard, Suite 345
Orlando, Florida 32822-4407

ARTICLE XIV – INCORPORATOR

The following is the name and street address of the incorporator signing these Articles of Incorporation:

John J. Hearn
1001 NW 119th Avenue
Coral Springs, Florida 33071

ARTICLE XV – EFFECTIVE DATE AND TIME

These Articles of Incorporation shall be effective as of 12:01 a.m. on January 3, 2023.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 6th day of January, 2023.

DocuSigned by:
John J. Hearn
CACB6766622A461...
John J. Hearn, Incorporator

CERTIFICATE OF ACCEPTANCE AS REGISTERED AGENT

The undersigned, having been named as Registered Agent and to accept service of process for the above stated Corporation at the place designated in the foregoing Articles of Incorporation, hereby accepts this appointment as such Registered Agent and agrees to act in this capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of the undersigned's duties. The undersigned further certifies that the undersigned is familiar with and accepts the obligations of such position as Registered Agent.

Dated this 6th day of January, 2023.

DocuSigned by:
John J. Hearn
CACB6766622A461...
John J. Hearn

Form **1023**
(Rev. January 2020)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption
Under Section 501(c)(3) of the Internal Revenue Code

Do not enter social security numbers on this form as it may be made public.
Go to www.irs.gov/Form1023 for instructions and the latest information.

OMB No. 1545-0047

Note: *If exempt status is approved, this application will be open for public inspection.*

Use the "?" buttons throughout this form for help in completing this application. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500.

If you cannot complete required responses within the textbox limits throughout this form, upload your additional narratives with the other required documents.

Part I Identification of Applicant

1a Full Name of Organization (exactly as it appears in your organizing document)	b Care of Name (if applicable)
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - MANATEE INC	EMILY BOOKER

c Mailing Address (Number, street and room/suite)	d City	e Country
5850 T G LEE BLVD STE 345	ORLANDO	United States

f State	g Zip Code + 4	h Foreign Province (or State)	i Foreign Postal Code
Florida	32822		

2 Employer Identification Number	3 Month Tax Year Ends	4 Person to Contact if More Information is Needed (officer, director, trustee, or authorized representative)
92-1684875	JUNE	WILLIAM A BOYLES ESQ

5 Contact Telephone Number	6 Fax Number (optional)	7 User Fee Submitted
407-244-5636	407-244-5690	$600.00

8 Organization's Website (if available): www.finishschool.com

9 List the names, titles, and mailing addresses of your officers, directors, and/or trustees.

First Name: DWIGHT	Last Name: BARBER	Title: DIRECTOR, CHAIRMAN
Mailing Address: 4619 REISSWOOD LOOP	City: PALMETTO	
State (or Province): FL	Zip Code (or Foreign Postal Code): 34221	
First Name: LAWRENCE	Last Name: ROSE	Title: DIRECTOR, VICE CHAIRMAN
Mailing Address: 410 4TH AVENUE EAST	City: BRADENTON	
State (or Province): FL	Zip Code (or Foreign Postal Code): 34208	
First Name: WALTER	Last Name: LOOS	Title: DIRECTOR, SEC./TREAS.
Mailing Address: 103B GULF DRIVE NORTH	City: BRADENTON	
State (or Province): FL	Zip Code (or Foreign Postal Code): 34217	
First Name:	Last Name:	Title:
Mailing Address:	City:	
State (or Province):	Zip Code (or Foreign Postal Code):	
First Name:	Last Name:	Title:
Mailing Address:	City:	
State (or Province):	Zip Code (or Foreign Postal Code):	

☐ Check here to add more officers, directors, and/or trustees.

Part II Organizational Structure

1 You must be a corporation, limited liability company (LLC), unincorporated association, or trust to be tax exempt.

Select your type of organization.

(●) Corporation

At the end of this form, you must upload a copy of your articles of incorporation (and any amendments) that shows proof of filing with the appropriate state agency.

( ) Limited Liability Company (LLC)

At the end of this form, you must upload a copy of your articles of organization (and any amendments) that shows proof of filing with the appropriate state agency. Also, if you adopted an operating agreement, upload a copy, along with any amendments.

( ) Unincorporated Association

At the end of this form, you must upload a copy of your articles of association, constitution, or other similar organizing document that is dated and includes at least two signatures. Include signed and dated copies of any amendments.

( ) Trust

At the end of this form, you must upload a signed and dated copy of your trust agreement. Include signed and dated copies of any amendments.

2 Enter the date you formed. (MM/DD/YYYY) 01/03/2023

3 Select your state (or U.S. territory) of incorporation or other formation. If you were formed under the laws of a foreign country, select Foreign Country. Florida

4 Have you adopted bylaws? If "Yes," at the end of this form, upload a current copy showing the date of adoption. If "No," explain how you select your officers, directors, or trustees. (●) Yes ( ) No

5 Are you a successor to another organization? ( ) Yes (●) No

Answer "Yes" if you have taken or will take over the activities of another organization, you took over 25% or more of the fair market value of the net assets of another organization, or you were established upon the conversion of an organization from for-profit to nonprofit status. If "Yes," complete Schedule G.

Part III Required Provisions in Your Organizing Document

Part III helps ensure that, when you submit this application, your organizing document contains the required provisions to meet the organizational test under section 501(c)(3).

If you cannot check "Yes" in both Lines 1 and 2, your organizing document does not meet the organizational test. DO NOT file this application until you have amended your organizing document. Remember to upload your original and amended organizing documents at the end of this form.

1 Section 501(c)(3) requires that your organizing document limit your purposes to one or more exempt purposes within section 501(c)(3), such as charitable, religious, educational, and/or scientific purposes.

The following is an example of an acceptable purpose clause: The organization is organized exclusively for charitable, religious, educational, and scientific purposes under section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code.

Does your organizing document meet this requirement? (●) Yes ( ) No

1a State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph):

Pages 1-2, Article II of Articles of Incorporation

2 Section 501(c)(3) requires that your organizing document provide that upon dissolution, your remaining assets be used exclusively for section 501(c)(3) exempt purposes, such as charitable, religious, educational, and/or scientific purposes. Depending on your entity type and the state in which you are formed, this requirement may be satisfied by operation of state law.

The following is an example of an acceptable dissolution clause: Upon the dissolution of this organization, 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.

Does your organizing document meet this requirement? (●) Yes ( ) No

2a State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph) or indicate that you rely on state law.

Page 4, Article XI of Articles of Incorporation

Part IV **Your Activities**

1 Describe completely and in detail your past, present, and planned activities. Do not refer to or repeat the purposes in your organizing document.

For each past, present, or planned activity, include information that answers the following questions:

a. What is the activity?
b. Who conducts the activity?
c. Where is the activity conducted?
d. What percentage of your total time is allocated to the activity?
e. How is the activity funded (for example, donations, fees, etc.) and what percentage of your overall expenses is allocated to this activity?
f. How does the activity further your exempt purposes?

The Organization was recently formed and plans to establish a charter high school under a charter awarded by the Manatee County, Florida Public School System to address the problem with the dropout rate in the Manatee County area. The charter high school will be focused on dropout prevention and recovery and provide nontraditional learning opportunities, social services support, career and post-secondary counseling for low-performing, over-age, grade repeating, credit deficient students to assist them with graduating from a Florida public high school.

The Organization will employ a teacher directed, computer assisted educational model that will engage students with rigorous and relevant high school curriculum directly linked to each student's post-secondary goals. Students will be awarded a standard high school diploma recognized by the State of Florida. This is not a GED program.

Components of the educational model at the charter high school will include the following

Teacher directed curriculum
Foundational skills improvement
Flexible scheduling, two to three sessions per day
Mastery based learning model
Computer assisted instruction
Individualized graduation plan for each student
Customized instruction based on each student's needs
Social and behavioral support services to remove barriers to attendance and learning
Employment / post-secondary counseling and planning for every student with multiple high school graduation options
Small school model
Special education support

The Organization has recently applied for and is waiting to be awarded a charter (see attached Charter School Application attached as Schedule IV.1) from the Manatee County School District to address the problem with the drop-out rate in the Manatee County area as students prepare for post-secondary educational options.

The Charter Application contains details concerning the Organization's present and planned activities and a narrative description (see Executive Summary Application Narrative (pages i-ii) in the supplemental response Schedule IV.1 attachment). The Organization has not yet opened for instruction but is scheduled to do so in August of 2024, consistent with the Manatee County School District calendar. The Organization plans to file and operate the charter school under a Florida Fictitious Name Registration after a location has been selected for the school facility in Manatee County, Florida. The Fictitious Name will reflect the name of the neighborhood of the school facility after it has been selected by the Organization's Board of Directors.

The Organization utilizes a Management Company, Accelerated Learning Solutions, LLC, a Delaware limited liability company (hereafter called ALS, or Management Company), to assist it in developing and operating the charter school. The Board of Directors will set all policies and supervise their implementation. Since the Management Company manages the day to day operation of the Organization, it has input with the Board of Directors in setting the school policies regarding budgets, curriculum, admission procedures, student conduct, calendars and dispute resolution procedures. However, we emphasize that the board supervises and works with the Management Company to develop such school rules, regulations and procedures.

The Organization is required to report to the Manatee County School Board regarding the Management Company. This is a general reporting requirement including issues relating to the duties of the Management Company (see highlighted Florida Statutes Section 1002.33(9)(k) supplemental response attachment at Part I, Line 8)). The Organization understands the Form 990 filing requirement.

There is not enough space to finish this section so please see the supplemental response Part IV, Line 1 Attachment. Also, the supplemental responses and attached Schedules exceed your 15MB limit so the overage is being FedEx'd to you on June 12, 2023 at Internal Revenue Service, Correspondence Unit, 550 Main Street, room 6-403, Cincinnati, OH 45202 in a three-ring binder as instructed, namely

Part I, Line 8,
Part I, Line 9,
The balance of this Part IV, Line 1,
Part IV, Line 16,
Part V, Line 4 and
Part VI.A, Lines 7 and 23.

Part IV **Your Activities** *(continued)*

2 Enter the 3-character NTEE Code that best describes your activities. B29

Or check here if you want the IRS to select the NTEE Code that best describes your activities. ☐

3 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes" if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ◉ Yes ○ No

See Part IV, Line 1 and Supplemental Response Part IV, Line 1 continuation attachment, which is being FedEx'd to you due to the 15MB limit.

4 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ○ Yes ◉ No

5 Do you or will you support or oppose candidates in political campaigns in any way? If "Yes," explain. ○ Yes ◉ No

6 Do you or will you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation. ○ Yes ◉ No

Part IV **Your Activities** *(continued)*

6a Did you or will you make an election to have your legislative activities measured by expenditures by filing Form 5768? If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ○ Yes ○ No

7 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ○ Yes ◉ No

8 Do you or will you provide educational information to the general public on budgeting, personal finance, financial literacy, saving and spending practices, the sound use of consumer credit, and/or assist individuals and families with financial problems such as credit card debt and foreclosure by providing them with counseling? If "Yes," explain. ○ Yes ◉ No

9 Do you or will you make grants, loans, or other distributions to organizations? If "Yes," describe the type and purpose of the grants, loans, or distributions, how you select your recipients including submission requirements (such as grant proposals or application forms), and the criteria you use or will use to select recipients. Also describe how you ensure the grants, loans, and other distributions are or will be used for their intended purposes (including whether you require periodic or final reports on the use of funds and any procedures you have if you identify that funds are not being used for their intended purposes). Finally, describe the records you keep with respect to grants, loans, or other distributions you make and identify any recipient organizations and any relationships between you and the recipients. If "No," continue to Line 10. ○ Yes ◉ No

Part IV **Your Activities** *(continued)*

9a Do you or will you make grants, loans, or other distributions to organizations that are not recognized by the IRS as tax exempt under section 501(c)(3)? If "Yes," name and/or describe the non-section 501(c)(3) organizations to whom you do or will make distributions and explain how these distributions further your exempt purposes. ◯ Yes ◯ No

9b Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," name each foreign organization (if not already provided), the country and region within each country in which each foreign organization operates, any relationship you have with each foreign organization, and whether the foreign organization accepts contributions earmarked for a specific country or organization (if so, specify which countries or organizations). If "No," continue to Line 10. ◯ Yes ◯ No

9c Do your contributors know that you have ultimate authority to use contributions made to you at your discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors. ◯ Yes ◯ No

9d Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe these inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information. ◯ Yes ◯ No

9e Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures, including periodic reporting requirements, auditing grantees, site visits by your employees or compliance checks by impartial experts, etc., to verify that grant funds are being used appropriately. ◯ Yes ◯ No

Part IV **Your Activities** *(continued)*

9f Do you share board members or other key personnel with the recipient organization(s)? If "Yes," identify the relationships. ○ Yes ○ No

9g When you make grants, loans, or other distributions to foreign organizations, will you check the OFAC List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-charitable activities. ○ Yes ○ No

9h Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? ○ Yes ○ No

9i Will you acquire from OFAC the appropriate license and registration where necessary? ○ Yes ○ No

10 Do you or will you operate in a foreign country or countries? If "Yes," name each foreign country and region within each country in which you do or will operate and describe your operations in each one. If "No," continue to Line 11. ○ Yes ◉ No

10a When you conduct activities in foreign countries, will you check the OFAC List of Specially Designated Nationals and Blocked Persons for names of individuals and entities with whom you are dealing to determine if they are included on the list? Describe any other practices you will engage in to ensure that foreign expenditures or grants are not diverted to support terrorism or other non-charitable activities. ○ Yes ○ No

10b Will you comply with all United States statutes, executive orders, and regulations that restrict or prohibit U.S. persons from engaging in transactions and dealings with designated countries, entities, or individuals, or otherwise engaging in activities in violation of economic sanctions administered by OFAC? ○ Yes ○ No

10c Will you acquire from OFAC the appropriate license and registration where necessary? ○ Yes ○ No

Part IV **Your Activities** *(continued)*

11 Are you a sponsoring organization that maintains one or more donor advised funds? If yes, please provide a complete description of your program, including the specific advice that such donors may provide. Describe in detail the control you maintain (or will maintain) over the use of the funds.

○ Yes ◉ No

12 Do you or will you operate a school?
If "Yes," complete Schedule B.

◉ Yes ○ No

13 Is your principal purpose or function to provide hospital or medical care?
If "Yes," complete Schedule C.

○ Yes ◉ No

14 Do you or will you provide low-income housing?
If "Yes," complete Schedule F.

○ Yes ◉ No

15 Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes?
If "Yes," complete Schedule H - Section I.

○ Yes ◉ No

16 Check any of the following fundraising activities that you will undertake (check all that apply):

- ☐ Website, mail, email, personal, and/or phone solicitations
- ☐ Receive donations from another organization's website
- ☐ Bingo
- ☑ Other (describe) — See Supplemental Response Part IV, Line 16 attachment, which is being FedEx'd to you due to the 15MB limit.
- ☑ Foundation grant solicitations
- ☑ Government grant solicitations
- ☑ Other (non-bingo) gaming activities
- ☐ We will not engage in fundraising activities.

17 Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements, including the names or descriptions of the organizations for which you raise funds.

○ Yes ◉ No

Part V **Compensation and Other Financial Arrangements**

1	Do you or will you compensate officers, directors, or trustees, or do or will you have highest compensated employees, or highest compensated independent contractors? If "No," continue to Line 2.	(●) Yes	( ) No

In establishing compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors:

1a	Do or will the individuals that approve compensation arrangements follow a conflict of interest policy?	(●) Yes	( ) No
1b	Do or will you approve compensation arrangements in advance of paying compensation?	(●) Yes	( ) No
1c	Do or will you document in writing the date and terms of approved compensation arrangements?	(●) Yes	( ) No
1d	Do or will you record in writing the decision made by each individual who decided or voted on compensation arrangements?	(●) Yes	( ) No
1e	Do or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations?	(●) Yes	( ) No
1f	Do or will you record in writing both the information on which you relied to base your decision and its source?	(●) Yes	( ) No
1g	Do or will you have any other practices you use to set reasonable compensation? If "Yes," describe these practices.	( ) Yes	(●) No

2	Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If you are a hospital, answer "Yes" if your conflict of interest policy includes provisions consistent with the additional healthcare related provisions in the sample document. If "No," describe the procedures you will follow to ensure that persons who have a conflict of interest will not have influence over setting their own compensation or regarding business deals with themselves.	(●) Yes	( ) No

3	Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services.	( ) Yes	(●) No

Part V **Compensation and Other Financial Arrangements** *(continued)*

4 Do you or will you purchase or sell any goods, services, or assets from or to: (i) any of your officers, directors, or trustees; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest; (iv) your highest compensated employees; or (v) your highest compensated independent contractors? If "Yes," describe any such transactions that you made or intend to make, with whom you make or will make such transactions, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value.

(●) Yes ( ) No

See Supplemental Response Part V, Line 4 attachment, which is being FedEx'd to you due to the 15MB limit.

5 Do you or will you have any leases, contracts, loans, or other agreements with: (i) your officers, directors, or trustees; (ii) any family of any of your officers, directors, or trustees; (iii) any organizations in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest; (iv) your highest compensated employees; or (v) your highest compensated independent contractors? If "Yes," describe any written or oral arrangements that you made or intend to make, with whom you have or will have such arrangements, how the terms are or will be negotiated at arm's length, and how you determine you pay no more than fair market value or you are paid at least fair market value.

( ) Yes (●) No

6 Do you or will you contract with another organization to develop, build, market, or finance your facilities? If "Yes," describe each facility, the role of the other organization, and any business or family relationship between the organization and your officers, directors, or trustees. Explain how that entity is selected, how the terms of any contract(s) are negotiated at arm's length, and how you determine you will pay no more than fair market value for services.

(●) Yes ( ) No

The Organization has retained a Management Company to assist it in developing and operating the charter school. A copy of the draft Management Agreement is attached as a part of this Schedule. The Management Company is Accelerated Learning Solutions, LLC, a Delaware limited liability company. The Management Company will assist and advise in developing the facilities as part of its management relationship. Also see Part V, Line 4 of this Application (which is being FedEx'd to you due to the 15MB limit) for more information regarding the Management Company.

Part V **Compensation and Other Financial Arrangements** *(continued)*

7 Does or will someone other than your own employees or volunteers manage your activities or facilities? (●) Yes ( ) No

If "Yes," describe the activities or facilities that will be managed by others, the names of the persons or organizations that manage or will manage your activities or facilities, and any business or family relationship between the organization and your officers, directors, or trustees. Explain how these managers were or will be selected, how the terms of any contracts or other agreements were or will be negotiated, and how you determine you will pay no more than fair market value for services.

The Management Company will assist and provide advice and management of the Organization. Please see the terms of the draft Management Agreement to see the detailed responsibilities between the Management Company and the Organization's Board of Directors. Please note that the Board of Directors at all times will retain ultimate control and authority, not only in policy making, but also in operational aspects of the Organization. Also see Part V, Line 4 of this Application (which is being FedEx'd to you due to the 15MB limit) for more information regarding the Management Company.

8 Do you participate in any joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners? If "Yes," state your ownership percentage in each joint venture, list your investment in each joint venture, describe the tax status of other participants in each joint venture (including whether they are section 501(c)(3) organizations), describe the activities of each joint venture, describe how you exercise control over the activities of each joint venture, and describe how each joint venture furthers your exempt purposes. ( ) Yes (●) No

Part VI **Financial Data**

1 Select the option that best describes you to determine the years of revenues and expenses you need to provide.

(●) You completed less than one tax year.
Provide a total of three years of financial information (including the current year and two future years of reasonable and good faith projections of your future finances) in the following Statement of Revenues and Expenses.

( ) You completed at least one tax year but fewer than five.
Provide a total of four years financial information (including the current year and three years of actual financial information or reasonable and good faith projections of your future finances) in the following Statement of Revenues and Expenses.

( ) You completed five or more tax years.
Provide financial information for your five most recent tax years (including the current year) in the following Statement of Revenues and Expenses.

Part VI **Financial Data** *(continued)*

A. Statement of Revenues and Expenses

Type of revenue	Current tax year	4 prior tax years or 2 succeeding tax years			
	From: 01/03/2023 To: 06/30/2023	From: 07/01/2023 To: 06/30/2024	From: 07/01/2024 To: 06/30/2025	From: __/__/____ To: __/__/____	From: __/__/____ To: __/__/____
1 Gifts, grants, and contributions received (do not include unusual grants)	$250,000.	$575,000.	$0.		
2 Membership fees received	$0.	$0.	$0.		
3 Gross investment income	$0.	$0.	$0.		
4 Net unrelated business income	$0.	$0.	$0.		
5 Taxes levied for your benefit	$0.	$0.	$0.		
6 Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	$0.	$0.	$0.		
7 Any revenue not otherwise listed above or in lines 9 - 12 below (provide an itemized list below)	$0.	$1,598,003.	$2,854,591.		
8 Total of lines 1 through 7	$250,000.	$2,173,003.	$2,854,591.	$0.	$0.
9 Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (provide an itemized list below)	$0.	$0.	$0.		
10 Total of lines 8 and 9	$250,000.	$2,173,003.	$2,854,591.	$0.	$0.
11 Net gain or loss on sale of capital assets (provide an itemized list below)	$0.	$0.	$0.	$0.	
12 Unusual grants (provide an itemized list below)	$0.	$0.	$0.	$0.	
13 Total Revenue (add lines 10 through 12)	$250,000.	$2,173,003.	$2,854,591.	$0.	$0.
Type of expense	**Current tax year**	**4 prior tax years or 2 succeeding tax years**			
14 Fundraising expenses	$0.	$0.	$0.		
15 Contributions, gifts, grants, and similar amounts paid out (provide an itemized list below)	$0.	$0.	$0.		
16 Disbursements to or for the benefit of members (provide an itemized list below)	$0.	$0.	$0.		
17 Compensation of officers, directors, and trustees	$0.	$0.	$0.		
18 Other salaries and wages	$66,911.	$963,635.	$1,266,763.		
19 Interest expense	$0.	$0.	$0.		
20 Occupancy (rent, utilities, etc.)	$80,000.	$426,000.	$460,000.		
21 Depreciation and depletion	$0.	$0.	$0.		
22 Professional fees	$0.	$0.	$188,722.		
23 Any expense not otherwise classified, such as program services (provide an itemized list below)	$102,600.	$763,040.	$838,653.		
24 Total Expenses (add lines 14 through 23)	$249,511.	$2,152,675.	$2,754,138.	$0.	$0.

25 Itemized financial data

See Supplemental Response Part VI.A, Lines 7 and 23 attachment, which is being FedEx'd to you due to the 15MB limit.

Part VI **Financial Data** *(continued)*

B. Balance Sheet (for your most recently completed tax year)	Year End: 06/30/2023
Assets	
1 Cash	$489.
2 Accounts receivable, net	$0.
3 Inventories	$0.
4 Bonds and notes receivable (provide an itemized list below)	$0.
5 Corporate stocks (provide an itemized list below)	$0.
6 Loans receivable (provide an itemized list below)	$0.
7 Other investments (provide an itemized list below)	$0.
8 Depreciable assets (provide an itemized list below)	$0.
9 Land	$0.
10 Other assets (provide an itemized list below)	$0.
11 Total Assets (add lines 1 through 10)	$489.
Liabilities	
12 Accounts payable	$0.
13 Contributions, gifts, grants, etc. payable	$0.
14 Mortgages and notes payable (provide an itemized list below)	$0.
15 Other liabilities (provide an itemized list below)	$0.
16 Total Liabilities (add lines 12 through 15)	$0.
Fund Balances or Net Assets	
17 Total fund balances or net assets	$489.
18 Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	$489.

19 Itemized financial data

Part VII Foundation Classification

Part VII is designed to classify you as an organization that is either a private foundation or a public charity. Public charity classification is a more favorable tax status than private foundation classification. If you are a private foundation, this part will further determine whether you are a private operating foundation.

1 Select the foundation classification you are requesting from the list below.

- [x] You are described in 509(a)(1) and 170(b)(1)(A)(vi) as an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public.
- [ ] You are described in 509(a)(2) as an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions).
- [ ] You are described in 509(a)(1) and 170(b)(1)(A)(i) as a church or a convention or association of churches. Complete Schedule A.
- [ ] You are described in 509(a)(1) and 170(b)(1)(A)(ii) as a school. Complete Schedule B.
- [ ] You are described in 509(a)(1) and 170(b)(1)(A)(iii) as a hospital, a cooperative hospital service organization, or a medical research organization operated in conjunction with a hospital. Complete Schedule C.
- [ ] You are described in 509(a)(1) and 170(b)(1)(A)(iv) as an organization operated for the benefit of a college or university that is owned or operated by a governmental unit.
- [ ] You are described in 509(a)(1) and 170(b)(1)(A)(ix) as an agricultural research organization directly engaged in the continuous active conduct of agricultural research in conjunction with a college or university.
- [ ] You are described in 509(a)(3) as an organization supporting either one or more organizations described in 509(a)(1) or 509(a)(2) or a publicly supported section 501(c)(4), (5), or (6) organization. Complete Schedule D.
- [ ] You are described in 509(a)(4) as an organization organized and operated exclusively for testing for public safety.
- [ ] You are a publicly supported organization and would like the IRS to decide your correct classification.
- [ ] You are a private foundation.

1a As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check this box to confirm that your organizing document includes these provisions or you rely on state law. ☐

State specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document (Page/Article/Paragraph) or state that you rely on state law.

1b Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to individuals, including grants for travel, study, or other similar purposes? ○ Yes ○ No
If "Yes," complete Schedule H - Section II.

1c Are you a private operating foundation? ○ Yes ○ No

To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations.

Part VII **Foundation Classification** *(continued)*

1d Describe how you meet the requirements for private operating foundation status, including how you meet the income test and either the assets test, the endowment test, or the support test. If you've been in existence for less than one year, describe how you are likely to satisfy the requirements for private operating foundation status.

2 If you have been in existence more than 5 years, you must confirm your public support status. To confirm your qualification as a public charity described in 509(a)(1) and 170(b)(1)(A)(vi) in existence for five or more tax years, you must have received one-third or more of your total support from governmental agencies, contributions from the general public, and contributions or grants from other public charities; or 10% or more of your total support from governmental agencies, contributions from the general public, and contributions or grants from other public charities and the facts and circumstances indicate you are a publicly supported organization. Calculate whether you meet this support test for your most recent five-year period.

i. Did you receive contributions from any person, company, or organization whose gifts totaled more than the 2% amount of line 8 in Part VI-A? ○ Yes ◉ No

If "Yes," identify each person, company, or organization by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

ii. Based on your calculations, did you receive at least one-third of your support from public sources or did you normally receive at least 10 percent of your support from public sources and you have other characteristics of a publicly supported organization? ◉ Yes ○ No

2a If you have been in existence more than 5 years, you must confirm your public support status. To confirm your qualification as a public charity described in 509(a)(2) in existence for five or more tax years, you must have normally received more than one-third of your support from contributions, membership fees, and gross receipts from activities related to your exempt functions, or a combination of these sources, and not more than one-third of your support from gross investment income and net unrelated business income. Calculate whether you meet this support test for your most recent five-year period.

i. Did you receive amounts from any disqualified persons? ○ Yes ○ No

If "Yes," identify each disqualified person by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

ii. Did you receive amounts from individuals or organizations other than disqualified persons that exceeded the greater of $5,000 or 1% of the amount on line 10 of Part VI-A Statement of Revenues and Expenses? ○ Yes ○ No

If "Yes," identify each individual or organization by letter (A, B, C, etc.) and indicate the amount contributed by each. Keep a list showing the name of and amount contributed by each of these donors for your records.

iii. Based on your calculations, did you normally receive more than one-third of your support from a combination of gifts, grants, contributions, membership fees, and gross receipts (from permitted sources) from activities related to your exempt functions and normally receive not more than one-third of your support from investment income and unrelated business taxable income? ○ Yes ○ No

Part VIII Effective Date

In general, a determination letter recognizing exemption of an organization described in section 501(c)(3) is effective as of the date of formation of an organization if: (1) its purposes and activities prior to the date of the determination letter have been consistent with the requirements for exemption; and (2) it has filed an application for recognition of exemption within 27 months from the end of the month in which it was organized.

1 Are you submitting this application within 27 months of the end of the month in which you were legally formed? ☑ Yes ☐ No

If "No," complete Schedule E.

Part IX Annual Filing Requirements

If you fail to file a required information return or notice for three consecutive years, your exempt status will be automatically revoked.

1 Certain organizations are not required to file annual information returns or notices (Form 990, Form 990-EZ, or Form 990-N, e-Postcard). If you are granted tax-exemption, are you claiming to be excused from filing Form 990, Form 990-EZ, or Form 990-N? ☐ Yes ☑ No

If "Yes," are you claiming you are excepted from filing because you are:

- ☐ A church or association of churches
- ☐ An integrated auxiliary (such as a men's or women's organization, religious school, mission society, or religious group)
- ☐ A church-affiliated organization (other than a section 509(a)(3) organization) that is exclusively engaged in managing funds or maintaining retirement programs and is described in Revenue Procedure 96-10, 1996-1 C.B. 577
- ☐ A school below college level affiliated with a church or operated by a religious order
- ☐ A mission society (other than a section 509(a)(3) supporting organization) sponsored by, or affiliated with, one or more churches or church denominations, if more than half of the society's activities are conducted in, or directed at, persons in foreign countries
- ☐ An affiliate of a governmental unit that meets the requirements of Revenue Procedure 95-48, 1995-2 C.B. 418 (other than a section 509(a)(3) supporting organization)
- ☐ Other (describe)

Part X Signature

☑ I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete.

Dwight Barber
(Type name of signer)

DIRECTOR, CHAIRMAN
(Type title or authority of signer)

06/12/2023
(Date)

BYLAWS
OF
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

ARTICLE I. NAME

The corporation shall be known as FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC. (hereinafter, the "Corporation"), a Florida not-for-profit corporation.

ARTICLE II. MEMBERSHIP

The Corporation shall have no Members.

ARTICLE III. PURPOSES

The purposes for which the Corporation is organized are:

In particular, to establish and operate one or more charter schools as defined in the laws of the State of Florida within Manatee County, Florida, and in other areas as permitted by Florida law as determined by the Corporation's Board of Directors. Each charter school shall be organized so that it presents a system of formal instruction of its curriculum to a regularly enrolled student body through its faculty for the benefit of the general public. In particular, the Corporation will establish programs to aid and assist low-performing, over-age, grade repeating, credit deficient students in graduating from a Florida public high school.

In general, to do any and all acts and things, and to exercise any and all powers which now or hereafter are lawful for the Corporation to do or exercise under and pursuant to the laws of the State of Florida for the purpose of accomplishing any of the purposes of the Corporation.

The purposes for which the Corporation is organized shall be limited to those which are strictly charitable and educational. In no event shall the Corporation engage in any activity which would be contrary to the purposes and activities: (i) permitted to be engaged in by any organization the activities of which are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended; or (2) of a Corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable rules and regulations thereunder. Provided, however, that the Corporation shall not conduct its business or affairs in such a manner as to discriminate against any person on the basis of race, color, religion, sex, or age.

The Corporation shall not engage, nor shall any of its funds, property, or income be used, in carrying on propaganda or otherwise attempting to influence legislation, nor shall the Corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the Corporation engage in subversive activities.

The Corporation shall not be operated for the primary purpose of carrying on an unrelated trade or business as defined in Section 513 of the Code, and the applicable rules and regulations thereunder.

No benefits shall be solicited or received by, nor shall any compensation be paid to, any officer, Director, trustee, creator or organizer of the Corporation or substantial contributor to it pursuant to Section 112.313 of the Florida Statutes.

The Corporation is organized to serve public interests. Accordingly, it shall not be operated for the benefit of private interests.

ARTICLE IV. BOARD OF DIRECTORS

SECTION 1. FUNCTION. All corporate powers shall be exercised by or under the authority of the Board of Directors of the Corporation, and the business and affairs of the Corporation shall be managed by the Board of Directors.

SECTION 2. QUALIFICATIONS. The members of the Board of Directors must be natural persons who are 18 years of age or older, and are to be residents of this state. By two-thirds (2/3rds) vote of the Board of Directors, the Directors may, from time to time, establish additional qualifications and requirements for Directors, by written policy and procedure; such written policies and procedures shall be maintained with the books and records of the Corporation.

SECTION 3. COMPENSATION. Directors, as such, shall not receive any compensation for their services as members of the Board of Directors.

SECTION 4. DUTIES OF THE BOARD. The Board of Directors shall transact all business of the Corporation, determine the policies of the Corporation and in general assume responsibility for the guidance and the affairs of the Corporation. The duties of the Board of Directors include, but are not limited to setting policy, establishing procedures, approving budgets, approving selection of the principal and overseeing and managing the financial and administrative management of the charter school, consistent with applicable law and the charter school agreement with the district. The Board of Directors shall be responsible for making or executing the charter school's performance standards, supervising ongoing accounts, overseeing financial reporting and meeting state and district requirements and providing annual programs and accountability reports. A Director shall perform his/her duties in said capacity, including his/her duties as a member of any committee of the Board of Directors upon which he/she may serve, in good faith, in a manner he/she reasonable believes to be in the best interests of the Corporation and with such care as an ordinarily prudent person in a like position would use under similar circumstances.

In performing his/her duties, a Director shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, in each case prepared or presented by:

(a) one or more of the officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent in the matters presented;

(b) counsel, public accountants or other persons as to matters that the Director reasonably believes to be within such person's professional or expert competence; or

(c) a committee of the Board of Directors upon which the Director does not serve, duly designated in accordance with a provision of the Articles of Incorporation or these Bylaws, as to matters within its designated authority, which committee the Director reasonably believes to merit confidence.

A Director shall not be considered to be acting in good faith if he/she has knowledge concerning the matter in question that would cause the reliance described above to be unwarranted.

A person who performs his/her duties in compliance with this section shall have no liability by reason of being or having been a Director of the Corporation.

Board members shall be subject to Florida law requirements for charter school board members including Sections 112.313(2), (3), (7), and (12) and 112.3143(3), Florida Statutes, as they may be amended.

SECTION 5. NUMBER. The Corporation shall have at least three (3) Directors but shall not have more than seven (7) Directors, and the initial number of Directors shall be three (3). The number of Directors may be increased or decreased from time to time by the majority vote of the Board of Directors of the Corporation; provided, however, that the Board of Directors shall consist of not fewer than three (3) Directors and no decrease in the number of Directors shall have the effect of shortening the term of an incumbent Director.

SECTION 6. ELECTION AND TERM. The Board of Directors initially set forth in the Articles of Incorporation shall be called the Founding Directors. The Founding Directors shall be classified with respect to the time for which they hold office into three (3) classes, "Class I, II and III," which shall be as nearly equal in number as possible. The Founding Directors first appointed to Class I will hold office for a term expiring at the annual meeting to be held in 2024; the Founding Directors first appointed to Class II will hold office for a term expiring at the annual meeting to be held in 2025; and the Founding Directors first appointed to Class III will hold office for a term expiring at the annual meeting to be held in 2026.

At each succeeding annual meeting of the Corporation, the successors of the Directors whose terms expire at that meeting will be elected to a three (3) year term. The Directors shall be eligible to serve until they resign or are not re-elected. Additional Directors added shall serve for a three (3) year term unless otherwise determined by the Board of Directors.

At any time, Directors may elect new members to the Board of Directors provided the number of Directors will not exceed the maximum authorized. Such new Board members' terms will coincide with the terms of other Directors.

The initial term of the founding directors shall begin on the date of Incorporation; thereafter, each term shall begin when elected.

Each Director shall hold office for the term for which he/she is elected and until his/her successor shall have been elected and qualified or until his/her earlier resignation, removal from office or death.

SECTION 7. RESIGNATION. The resignation of a Director shall be effective as of the date of delivery of a written notice to the Board of Directors or at a later date, if specified in the written notice. A Director shall resign from the Board if such Director violates Florida law in a manner that would impact the Corporation and/or the charter school, knowingly causes the charter school to be in violation of Florida law or its charter agreement with the District, or is no longer eligible to serve as a Director of a charter school or on the Board. If a director resigns prior to the end of his/her term, a successor for the unexpired term may be selected by the Board of Directors so long as the failure to select a successor will not result in the Corporation having fewer than three (3) Directors.

SECTION 8. REMOVAL OF DIRECTORS, OFFICERS AND OTHER EMPLOYEES. Any Director, officer and/or employee may be removed by a majority vote of the Board of Directors whenever, in the judgment of the Board of Directors, the best interests of the Corporation will be served thereby. In the exercise of their judgment, the Board shall remove a Director who should have otherwise resigned pursuant to Section 7. Any Director may be removed at any time by a two-thirds (2/3rds) majority vote of the Board of Directors for any reason consistent with applicable law.

SECTION 9. VACANCIES. Any vacancy occurring on the Board of Directors, including that created by reason of an increase in the number of Directors may be filled by appointment of a majority vote of the members of the Board of Directors. A Director elected to fill any vacancy shall hold office only until the next annual meeting of Directors.

SECTION 10. QUORUM AND VOTING. The presence of a majority of all the Directors shall be necessary at any meeting to constitute a quorum to transact business. The act of a majority of Directors present at a meeting when a quorum is present shall be the act of the Board of Directors. If at any meeting there shall be less than a quorum, a majority of those present may adjourn the meeting to a place and time indicated and a copy of such adjournment action shall be delivered by hand or by U.S. Mail to all members of the Board of Directors.

SECTION 11. PLACE OF MEETINGS. The annual meeting, and any special meeting, of the Board of Directors must be held within Manatee County of the State of Florida.

SECTION 12. MEETINGS. The Board of Directors shall meet at least four times each fiscal year in January, March, June and September (Regular Meetings) at the time and place designated by the Board of Directors of the Corporation. The Annual Meeting shall be held during the month of January and shall be the January meeting of the Board of Directors. Notice of the Annual Meeting and all other Regular Meetings shall be given by the Secretary to each Director at least two (2) days before the meeting, unless each Director shall waive notice thereof before, at, or after the meeting.

SECTION 13. SPECIAL MEETINGS. Special Meetings of the Board of Directors shall be held at such other times as shall be determined by the Chairman or by a majority of the

Directors. Notice of any Special Meeting shall be given by the Secretary to each Director at least two (2) days before the meeting unless each Director shall waive notice thereof before, at or after the meeting.

SECTION 14. PRESUMPTION OF ASSENT. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any Corporation matter is taken shall be presumed to have assented to the action taken unless the Director votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

SECTION 15. PUBLIC MEETINGS AND PUBLIC RECORDS OF THE BOARD OF DIRECTORS. Notwithstanding anything to the contrary in these bylaws, the Board of Directors of the Corporation shall conduct its activities and its meetings (regular and special) in accordance with the Florida Open Meetings Laws (also Florida Sunshine Law) as set forth in Article I, Section 24 of the Florida Constitution as it may exist from time to time and in Florida Statutes Chapter 286.011 as amended or restated from time to time. Notice of all meetings shall be provided as set forth in such laws. The Corporation shall maintain its records in such a way so as to comply with Florida Statutes Chapter 119 relating to Public Records.

SECTION 16. DIRECTOR CONFLICTS OF INTEREST. A Conflict of Interest is described as: "an actual or perceived interest by a member in an action which results or has the appearance of resulting in personal, organizational, or professional gain. This "actual or appearance of a bias" in the decision making process is based upon the dual role of a member, who in addition to serving on the Board of Directors may be affiliated with other organizations, either as an employee(er), a member, or in some other capacity. A conflict of interest shall include, but not be limited to, a violation of Florida Statute §112.313(7) as it applies to members of the Board of Directors. To avoid potential conflicts, members of the Board of Directors shall not serve on the Board of Directors of other charter schools unless the persons serving on the Board of Directors of such charter school(s) are identical to the members of the Board of the Corporation. In no event may a member of the Board of Directors have or hold any employment or contractual relationship with the Corporation or any business entity or other entity doing business with the Corporation. In no event may a member of the Board of Directors have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her duties as a member of the Board of Directors.

SECTION 17. EXECUTIVE AND OTHER COMMITTEES. The Board of Directors, by resolution adopted by a majority of the full Board of Directors, shall designate from among its members an executive committee consisting of the Officers set forth in Article VI below, and one at-large Director. The Executive Committee will handle the affairs of the Corporation as necessary between meetings of the Board of Directors.

The Board of Directors, by resolution adopted by a majority of the full Board of Directors, may designate from among its members one or more other committees each of which, to the extent provided in such resolution, shall have and may exercise all the authority of the Board of Directors, except that no committee shall have the authority to:

(a) fill vacancies on the Board or any committee thereof, or

(b) adopt, amend or repeal the Bylaws.

Each committee must have two (2) or more members who serve at the pleasure of the Board of Directors. The Board of Directors, by resolution adopted in accordance with this section, may designate one (1) or more Directors as alternate members of any such committee, who may act in the place and stead of any absent member or members at any meeting of such committee.

SECTION 18. POWER TO ELECT OFFICERS. The Board of Directors, at their annual meeting, shall elect a Chairman, Vice-Chairman, Secretary and Treasurer. The Board of Directors shall have the power to appoint such other officers and employees as the Board of Directors may deem necessary for the transaction of the business of the Corporation. The Board of Directors shall have the power to fill any vacancy in any office, occurring for any reason whatsoever.

SECTION 19. DELEGATION OF POWERS. For any reason deemed sufficient by the Board of Directors, the Board of Directors may delegate any power or duty of any officer or Director to any other officer or Director.

SECTION 20. ANNUAL REPORTS. The Chairman, Vice-Chairman, Secretary and Treasurer shall present their respective reports of the operation of the Corporation for the preceding year, at the annual meeting of the year of the Board of Directors.

ARTICLE V. MANAGEMENT OF CORPORATION'S ASSETS

The assets of the Corporation shall be held, managed and invested by the Executive Committee of the Board of Directors, however, at no time may said assets be used or administered other than in furtherance of charitable purposes, within the meaning of Section 501(c)(3) of the Code. All investments of funds of the Corporation shall be first approved by the Board of Directors.

ARTICLE VI. OFFICERS

SECTION 1. OFFICERS. The officers of the Corporation shall consist of a Chairman, Vice-Chairman, Secretary and Treasurer, each of whom shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors, and shall serve until their successors are chosen and qualify. The office of Chairman may only be held for two (2) consecutive terms. After serving two terms, the Director serving as Chairman may not be re-elected to that position until he/she has not served in that position for a one (1) year term. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time.

Any two (2) or more offices may be held by the same person. The failure to elect a Chairman, Vice-Chairman, Secretary or Treasurer shall not affect the existence of the Corporation.

SECTION 2. CHAIRMAN. The Chairman of the Corporation shall:

(1) preside at all meetings of the Board of Directors;

(2) be a member ex-officio of all committees;

(3) perform all other duties usually pertaining to the office of Chairman.

SECTION 3. VICE-CHAIRMAN. The Vice-Chairman of the Corporation shall:

(1) in the absence or on the death, inability or refusal to act of the Chairman, preside at all meetings of the Board of Directors;

(2) be a member ex-officio of all committees;

(3) be given those powers and duties determined by the Board of Directors;

(4) in the absence or on the death, inability or refusal to act of the Chairman, perform all other duties usually pertaining to the office of Chairman.

SECTION 4. SECRETARY.

(a) The Secretary of the Corporation shall:

(1) record the minutes of all meetings;

(2) write up the minutes for board approval at the next meeting;

(3) confer with the Chairman for possible omissions;

(4) send a duplicate copy of the minutes to all members of the Board of Directors;

(5) have custody of the seal of the Corporation;

(6) give notices of all meetings required by statutes, bylaws or resolutions;

(7) take the attendance record at meetings;

(8) maintain committee reports;

(9) carry on all necessary correspondence of the Corporation;

(10) perform such other duties as may be delegated to him/her by the Board of Directors.

(b) Any of the above duties may be delegated to the management company or another appropriate party as approved by and under the authority and direction of the Board of Directors.

SECTION 5. TREASURER. The Treasurer of the Corporation shall:

(1) be custodian of all funds and securities of the Corporation and collect interest thereon;

(2) keep a record of the accounts of the Corporation and report thereon at each regular meeting of the Board of Directors;

(3) make a report at the annual meeting and special reports when requested;

(4) deposit all moneys of the Corporation in the name of FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC., in a financial institution selected and designated by the Board of Directors subject to withdrawal for authorized purposes, upon the joint signatures of two (2) of the officers of the Corporation, one (1) of whom shall be the Treasurer and the other of whom shall be the Chairman;

(5) give bond in such amount as the Board of Directors may require, the Corporation to pay the premium for such bond;

(6) see that all government agency reports and returns are prepared and filed.

SECTION 6. RESIGNATION. The resignation of an officer shall be effective as of the date of delivery of a written notice to the Board of Directors or at a later date, if specified in the written notice.

ARTICLE VII. CONTRACTS, LOANS, CHECKS, DEPOSITS AND AUDITS

SECTION 1. CONTRACTS. The Board of Directors may authorize any officer or officers, agent or agents, 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.

SECTION 2. LOANS. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors.

SECTION 3. CHECKS, DRAFTS, ETC. All checks, drafts or other 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.

SECTION 4. DEPOSITS. All funds of the Corporation not otherwise employed 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.

SECTION 5. AUDITS. The Corporation's accounts and records shall be audited from time to time by a firm of certified public accountants at the expense of the Corporation.

ARTICLE VIII. LOANS TO DIRECTORS AND OFFICERS

Loans, other than through the purchase of bonds, debentures, or similar obligations of the type customarily sold in public offerings, or through ordinary deposit of funds in a bank, may not be made by the Corporation to its Directors, officers or employees, or to any other corporation,

firm, association or other entity in which one or more of its Directors, officers, or employees is a Director, officer or employee or holds a substantial financial interest, except a loan by one corporation which is exempt from federal income taxation under Section 501(c)(3) of the Code. A loan made in violation of this Article is a violation of the duty to the Corporation of the Directors or officers authorizing it or participating in it, but the obligation of the borrower with respect to the loan may not be affected thereby.

ARTICLE IX. PAYMENT OF DIVIDENDS AND DISTRIBUTION OF INCOME TO DIRECTORS AND OFFICERS PROHIBITED

A dividend may not be paid, and no part of the income or profit of the Corporation may be distributed, to its Directors or officers.

ARTICLE X. INDEMNIFICATION OF DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS

SECTION 1. ACTION AGAINST PARTY BECAUSE OF CORPORATE POSITION. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, suit, or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation) by reason of the fact that he is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against expenses (including attorneys' fees inclusive of any appeal), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such claim, action, suit, or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct unlawful. The termination of any claim, action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

SECTION 2. ACTION BY OR IN THE RIGHT OF CORPORATION. The Corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed claim, action, or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a Director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against expenses (including attorneys' fees inclusive of any appeal) actually and reasonably incurred by him in connection with the defense or settlement of such claim, action, or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation unless and only to the extent that a court of competent jurisdiction (the "Court") in which such claim, action, or suit was

brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Court shall deem proper.

SECTION 3. REIMBURSEMENT IF SUCCESSFUL. To the extent that a Director, officer, employee, or agent of the Corporation has been successful on the merits or otherwise in defense of any claim, action, suit, or proceeding referred to in Sections 1 or 2 of this Article X, or in defense of any claims, issue, or matter therein, he may be indemnified against expenses (including attorneys' fees inclusive of any appeal) actually and reasonably incurred by him in connection therewith, notwithstanding that he has not been successful (on the merits or otherwise) on any other claim, issue, or matter in any such claim, action, suit, or proceeding.

SECTION 4. AUTHORIZATION. Any indemnification under Sections 1 and 2 of this Article X (unless ordered by the Court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the Director, officer, employee, or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 2. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable, a quorum of disinterested Directors so directs, or by independent legal counsel in a written opinion.

SECTION 5. ADVANCED REIMBURSEMENT. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Corporation in advance of the final disposition of such action, suit, or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Corporation as authorized in this Article.

SECTION 6. INDEMNIFICATION NOT EXCLUSIVE. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, rule of law, provision of Articles of Incorporation, Bylaws, agreement, vote disinterested Directors, or otherwise, both as to action in his official capacity and as to action in another capacity, while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, or agent and shall inure to the benefit of the heirs, executors, and administrators of such a person. Where such other provision provides broader rights of indemnification than these Bylaws, said other provision shall control.

SECTION 7. INSURANCE. The Corporation shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation, or is or was serving at the request of the Corporation as a director, partner, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify him against such liability under the provisions of this Article.

ARTICLE XI. BOOKS AND RECORDS

SECTION 1. BOOKS AND RECORDS. The Corporation shall keep correct and complete books and records of accounts and shall keep minutes of the proceedings of the Board of Directors and committees. The Corporation shall comply with the provisions of Florida Statutes Chapter 119 in regard to Public Records.

The books, records and minutes of the Corporation may be in writing or in any other form capable of being converted into written form within a reasonable time.

ARTICLE XII. FISCAL YEAR

The fiscal year of the Corporation shall be determined by the Board of Directors.

ARTICLE XIII. SEAL

The Board of Directors shall provide a corporate seal that shall be circular in form and shall be affixed in conjunction with the execution of documents by the Corporation, as required by law.

ARTICLE XIV. AMENDMENTS TO THE BYLAWS

The Bylaws of the Corporation shall be initially approved by a majority vote of the Board of Directors, and thereafter may be altered, amended or repealed by a majority vote of the Board of Directors.

ARTICLE XV. DISSOLUTION AND/OR TERMINATION OF CHARTER

When a charter is not renewed or is terminated, any unencumbered public funds, except for capital outlay funds and federal charter school program grant funds, from the charter school shall revert to the Manatee County School Board. Capital outlay funds provided pursuant to Florida Statute §1013.62 (concerning Charter School Capital Outlay Funding) or its successor Statute) and federal charter school program grant funds that are unencumbered shall revert to the Department of Education to be redistributed among eligible charter schools. In the event a charter school is dissolved or is otherwise terminated, all Manatee County School Board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Manatee County School Board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, Manatee County School Board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Manatee County School Board's request, until any appeal status is resolved. Further, upon the liquidation or dissolution of the Corporation, its assets, if any, remaining after payment (or provision for payment) of all liabilities of the corporation and the distributions provided for above, shall be distributed to, and only to, an organization qualified as tax exempt under Section 501(c)(3) of the Code engaged in educational activities in the State of Florida. No part of the assets or the net earnings, current or accumulated, of the Corporation shall inure to the benefit of a private individual.

THE UNDERSIGNED HEREBY adopts and approves the foregoing Bylaws of FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

Adopted: JAN. 3, 2023.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

(CORPORATE SEAL)

By: _____
Printed Name: DWIGHT W. BARBER
Its: Chairman

Governing Board Code of Ethics

The Code of Ethics for Governing Board Members aligns directly with FS 112.313.

(1) SOLICITATION OR ACCEPTANCE OF GIFTS.—No Governing Board Member shall solicit or accept anything of value to the recipient, including a gift, loan, reward, promise of future employment, favor, or service, based upon any understanding that the vote, official action, or judgment of the public officer, employee, local government attorney, or candidate would be influenced thereby.

(2) DOING BUSINESS WITH THE SCHOOL—No member of the Governing Board acting in his or her official capacity shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall any board member, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officers or employees of the school.

(3) UNAUTHORIZED COMPENSATION.—No Governing Board Member or his or her spouse or minor child shall, at any time, accept any compensation, payment, or thing of value when such public officer, employee, or local government attorney knows, or, with the exercise of reasonable care, should know, that it was given to influence a vote or other action in which the officer, employee, or local government attorney was expected to participate in his or her official capacity.

(4) MISUSE OF PUBLIC POSITION.—No board member shall corruptly use or attempt to use his or her official position or any property or resource which may be within his or her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others.

(5) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.— (a) No board member shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee; nor shall any board member have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

(6) DISCLOSURE OR USE OF CERTAIN INFORMATION.—A current or former Governing Board Member may not disclose or use information not available to members of the general public and gained by reason of his or her official position, except for information relating exclusively to governmental practices, for his or her personal gain or benefit or for the personal gain or benefit of any other person or business entity.

(7) EMPLOYEES HOLDING OFFICE - No Governing Board Member shall hold office as a member of the governing board while, at the same time, continuing as an employee of the school.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

CONFLICT OF INTEREST POLICY

Article I

Purpose

The purpose of the conflict of interest policy is to protect the interest of FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC. (the "Corporation") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Corporation. This policy is intended to supplement but not replace any state laws governing conflicts of interest applicable to nonprofit public and charitable corporations or Public Schools in the State of Florida. As a Charter School, the Corporation is a Public School pursuant to Florida Statutes.

Article II

Definitions

1. Interested Person

Any director, officer, or member of a committee with board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment or family—

a. an ownership or investment interest in any entity with which the Corporation has a transaction or arrangement, or

b. a compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or

c. a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature. Family shall mean parents and children of such interested person.

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate board or committee decides that a conflict of interest exists. Financial interests shall not include an interest in a publicly traded company.

Article III

Procedures

1. Duty to Disclose

In connection with any actual or possible conflicts of interest, an interested person must disclose the existence of his or her financial interest and must be given the opportunity to disclose all material facts to the directors and/or the members of committees with board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

   a. An interested person may make a presentation at the board or committee meeting, but after such presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement that results in the conflict of interest.

   b. If a conflict of interest is determined to exist which violates Section 112.313(7), Florida Statutes, the Board of Directors must immediately eliminate the conflict of interest or the member of the Board of Directors involved in the conflict of interest must resign from membership of the Board of Directors.

4. Violation of the Conflict of Interest Policy

   a. If the board or committee has reasonable cause to believe that a member has failed to disclose actual or possible conflicts of interest, it shall inform

the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the response of the member and making such further investigation as may be warranted in the circumstances, the board or committee determines that the member has in fact failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action, up to and including removal of the member from the Board of Directors.

Article IV

Records of Proceedings

The minutes of the board and all committees with board-delegated powers shall contain—

1. the names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the board's or committee's decision as to whether a conflict of interest in fact existed.

2. the names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of all votes taken in connection therewith.

Article V

Compensation and Benefits

It is the strict policy of the Corporation that all directors, officers and members of committees with board delegated powers shall serve without compensation of any kind. Further, no director, officer or member of a committee with board delegated powers shall solicit or accept anything of value, including a gift, loan, reward, promise of future employment, favor or service, based on any understanding that the vote, official action or judgment of the director, officer or member of a committee with board delegated powers would be influenced thereby.

Article VI

Annual Statements

Each director, officer and member of a committee with board delegated powers shall annually sign a statement which affirms that such person—

a. has received a copy of the conflict of interest policy,

b. has read and understands the policy,

c. has agreed to comply with the policy, and

d. understands that the Corporation is a charitable organization and that in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

ANNUAL STATEMENT

THE UNDERSIGNED, being a director, officer or member of a committee for board delegated power, hereby affirms the following:

1. I have received a copy of the Conflict of Interest Policy.
2. I have read and understand the Conflict of Interest Policy.
3. I agree to comply with the Conflict of Interest Policy.
4. I understand that FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC. is a charitable organization, and that in order to maintain its Federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Signed this 3 day of JAN, 2023

Dwight Barber

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

ANNUAL STATEMENT

THE UNDERSIGNED, being a director, officer or member of a committee for board delegated power, hereby affirms the following:

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2. I have read and understand the Conflict of Interest Policy.
3. I agree to comply with the Conflict of Interest Policy.
4. I understand that FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC. is a charitable organization, and that in order to maintain its Federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Signed this 3RD day of January, 2023

Larry Rose

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

ANNUAL STATEMENT

THE UNDERSIGNED, being a director, officer or member of a committee for board delegated power, hereby affirms the following:

1. I have received a copy of the Conflict of Interest Policy.
2. I have read and understand the Conflict of Interest Policy.
3. I agree to comply with the Conflict of Interest Policy.
4. I understand that FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC. is a charitable organization, and that in order to maintain its Federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax exempt purposes.

Signed this 3rd day of January, 2023

Walter Loos

IV. Board Member Information Form

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter. The purposes of this questionnaire are: to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Each board member should complete this form individually, print and sign. Along with the completed, signed form, each board member should provide a resume, and a signed copy of the Statement of Assurances.

Where narrative responses are required, brief responses are sufficient. You may delete these instructions.

Background and Contact Information

1. Name of charter school on whose Board of Directors you intend to serve: **Florida High School for Accelerated Learning – Manatee County**

2. Full name: **Dwight W Barber**

   Home Address: **4619 Reisswood Loop**

   Business Name and Address:

   Phone Number: **727.515.1780**

   E-mail address: **Barberdwight357@yahoo.com**

☒ Resume and professional bio are attached here.

☐ Resume and professional bio are attached elsewhere in the application (specify).

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.

   ☐ Yes ☒ No

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).

   ☐ Yes ☒ No

5. Why do you wish to serve on the board of the proposed charter school? **I believe that this school will positively impact an underserved population of students in Manatee County. The current local system of education has insufficient resources related to course credit retrieval and assisting students who struggle academically.**

6. What is your understanding of the appropriate role of a public charter school board member? **The role as I understand it is to ensure that the mission and vision of the charter school is appropriately executed.**

Furthermore, the role includes a responsibility to make sure that the decisions made helps the school remain fiscally sound, continues to meet the needs of the students above all else, and prepares the students for lives as successful individuals.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member. **I am currently the founder and founder of VERTERANS COMMUNITY HOUSING INC. (NON-Profit Organization. Est. 2019) in this organization I oversee all operations, i.e., board operations and assure all policies are govern in accordance with the Bylaws. Also, I have had the experience of working with at risk and second chance students with Pinellas County Job Corps. Understanding the needs of this program and how it would assist with helping the next generation be successful and be productive citizens.**

8. Describe the specific knowledge and experience that you would bring to the board. **I have served in the US Army as a Logistics Senior Non-Commissioned Officer for 27yrs. The structure and knowledge that I have obtained is a vital skill in education and determination to succeed in life. I also have been apart of an education system (Lincoln Memorial Academy Palmetto, FL) in which the same principles were applied. "To help troubled students get on track to be graduates and give them the opportunity work on the areas need to succeed". The mentoring and guidance that I have applied in many other areas in my communities in which I've served, and mentored youth & young adults have been very successful.**

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs? **I understand the mission of the school is to focus on improving the lives of students who are at-risk. The school aims to ensure that its students can graduate with a high school diploma and move on to further academic endeavors or find vocational success. The school further strives to address a gap in services to students that are underperforming academically. The current school system does not address their unique needs, and the guiding beliefs of this school is that each of these students can be reached and helped to succeed through the right structure and appropriate community partnerships.**

2. What is your understanding of the school's proposed educational program? **My understanding of the school's proposed educational program is to combine a proven standard educational program with critical socioemotional components that enhance the students' chances for success. The school will utilize trusted evidence-based curricula that not only addresses the individual academic needs of the students, but also to better position them for success after graduation.**

3. What do you believe to be the characteristics of a successful school? **I believe the characteristics of a successful school is filled with focused and strong leadership that has the ability to innovate. It is also important for the school to be willing to adapt when the needs of the students dictate that certain methods are infective. Teachers at the school should be committed to what is best for the students academically yet also training in trauma-informed care techniques. The school should also collaborate with appropriate community providers to bring resources to students and their families.**

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives? **As a board member, we should be able to collectively identify the school's goals with the school administration. As a board member I will advocate for each board meeting agenda to include a review of all academic, financial and operational goals. Additionally, I will be a proponent for evaluating the effectiveness of current strategies in place to reach said goals and fulfill the supporting objectives.**

5. What do you see as your role regarding the school leaders? **I see my role regarding the school leaders as being actively involved with new leadership selection. I also understand that as governing board members, we will have interaction and a cooperative working relationship with the management company. Although board members do not handle the daily issues arising at the school, I expect to be involved in ensuring that the management company fulfills their obligations to do so in accordance with the management agreement in place.**

Governance

1. Describe the role that the board will play in the school's operation. **Board responsibilities include budget approval, developing and approving school improvement plans, compliance with the law on how a charter school operates, and evaluating school outcomes versus targets.**

2. How will you know if the school is successful at the end of the first year of operation? **Ways to tell if the school is successful at the end of the first year of operation are to measure against the goals, objectives and targets that are set before the application process and submitted with the application. These measures will show the benchmarks that need to be met or exceeded. These will serve as the board's primary tool to measure the school's success at the end of the first year.**

3. How will you know at the end of four years of the school is successful? **Ways to know if the school is successful at the end of four years are to focus on the financial and academic targets set for the end of the four year operation, which are set. Review of these will reveal the school's level of success. Some of the measures of interest will include (but not limited to): Student GPA's, level of GPA improvement, graduation rates, students' rate of improvement with the core curricula (math, reading, etc.).**

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? **First step would be to have open and honest communication with the school administration. Next step would be some sort of regular and active part in supporting student activities at the school. Additionally, staying informed about where the school's key outcomes are trending toward, including the school's academic and financial health.**

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school? **Any ethical concerns should be brought up to the board and addressed by the board's legal counsel.**

6. If your school intends to contract with a third-party ESP:
   a. Summarize your involvement in the selection process; **The current selected ESP currently oversees 15 dropout prevention and recovery schools in Florida. They have been vetted and is seen as a leading provider of DPRP services. Each school overseen by the EDP selected has received a commendable grade and granted 10-years or more renewal terms. The information we have been provided is that those schools achieved positive state accountability ratings while sustaining enrollment and a positive financial position.**
   b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; **I understand the legal relationship between myself as a board member and the ESP engages in a contractual relationship to manage the schools. The responsibility for governance and for the school remains with us as a governing board.**
   and
   c. Indicate whether you have been involved in the review/negotiation of the management agreement: **We are in the process of negotiating that agreement and, along with our attorney, we will be**

finalizing the terms of that agreement.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.
   ☐ Yes ☒ No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).
(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.
(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

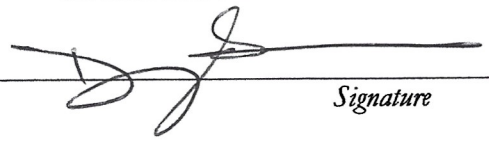
Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:
1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.
2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.
(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.
(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Dwight W. Barber



Signature

27 JAN 23

Date

Dwight W. Barber

4619 Ressiwood Loop Palmetto

Fl 34221 727.515.1780

Barberdwight357@yahoo.com

WORK EXPERIENCE:

FEBUARY 21, 2021 – PRESENT

CEO/FOUNDER of VETERANS COMMUNITY HOUSING INC. Palmetto, FL

PROGRAM MANAGER.

VETERAN SUPPORT. Works to help veterans nationally, by providing shelter, meals and rehabilitation. Serves as the veteran support specialist to provide both permanent and transitional housing services to homeless veterans and their families. Provides educational, mentoring, and counseling needed to learn a profession to be reintroduced back into the workforce.

JUNE 10, 2019 – PRESENT

KINGDOM PROPERTIES & INVESTMENTS, LLC, Palmetto, FL

PROJECT MANAGER. Track and monitor the implementation and coordination of contracts and statements of work (SOW). Controls and monitors all aspects of project execution from the initiation to closing. Ensures all project documentation are current and up to date. Communicates with stakeholders on project issues and requirements.

PROPERTY ACCOUNTABILITY.

JULY 31, 2017 – 9 JUNE 2019

JUINOR LEADERSHIP INSTRUCTOR (JROTC) LINCLON MEMORAL ACADEMY Palmetto, FL

INSTRUCTOR. Teach/ Instill leadership qualities in junior military leaders in the JROTC program. Created programs and teaching methodologies to build qualified value-driven leaders. Cowrote the program of instruction and the lesson plans.

SEPTEMBER 29, 1988 – JULY 31, 2017

US ARMY / ARMY NATIONAL GUARD (AGR)

LOGISTIC ADMINISTRATION. Establish inventory control management functions to maintain accountability of personnel and equipment worth $50M. issue and controls supply records and updates supply requests on a weekly, quarterly, and annual basis. Performs recurring assignments designed to independently performs work assignments which gradually increase in difficulty and complexity.

PROGRAM MANAGEMENT. Plan and process all logistical related actions to include property book inventory, supply ordering, reporting, and physical security of sensitive and classified items. Provided oversight of all organizational logistics procurement and accountability. Carries out special projects and participates in special initiatives and studies.

PROJECT COORDINATION. Performs developmental analysis in the life-cycle logistics management operational program creation and analysis. Tracks and monitors the progress of contracts and purchase orders. Plan and implement improvements to internal and external logistical systems and processes. Prepares written correspondence and other documentation, drafts or prepares a variety of documents to include newsletter items, responses to routine inquiries, reports, letters, and other related documents.

Education and Training

Army Training Center
Fort Bliss, TX
09/1997-03/2013
Hours per week: 40 hours
Graduated-Certificate Level
Duties, Accomplishments, and Related Skills:
Logistics Specialist Advanced Leadership Course
Logistics Specialist Intermediate Leadership Course

Army Training Center
Fort Bliss, TX
09/1997-08/1998
Hours per week: 40 hours
Graduated-Certificate Level
Duties, Accomplishments, and Related Skills:
Defense Utilization and Marking
Effective Writing

Department of the Army
Camp Casey, Korea
06/1998-06/1998
Hours per week: 40 hours
Graduated-Certificate Level
Duties, Accomplishments, and Related Skills:

Unit Level Logistics Systems

Department of the Army
Fort Drum, NY
09/1992-10/1992
Hours per week: 40 hours
Graduated-Certificate Level
Duties, Accomplishments, and Related Skills:
Primary Leadership Development

Department of the Army
Fort Drum, NY
04/1992-05/1992
Hours per week: 40 hours
Graduated-Certificate Level
Duties, Accomplishments, and Related Skills:
Resource Management

Department of the Army
Fort Jackson, SC
09/1988-02/1989
Hours per week: 40 hours
Graduated-Certificate Level
Duties, Accomplishments, and Related Skills:
Unit logistician specialist

Affiliation

Veterans of Foreign wars - Member
Wounded Warrior Program – Member

Additional Information

Awards and Achievements

Meritorious Service Medal
Army Commendation Medal
Army Achievement Medal
Good Conduct Medal
Joint Meritorious Unit Medal
Armed Forces Expeditionary Medal

Florida Commendation Medal
Recruiting Retention Badge
National Defense Service Ribbon
Korean Defense Service Ribbon
Global War on Terrorism Service Medal
Non-Commissioned Officer Professional Development Ribbon
Army Service Ribbon
Overseas Service Ribbon
NATO Medal

Interests and Hobbies

References

Name	Employer	Title	Phone	Email Address
Troy C. Troublefield	USEUCOM	Program Analyst (MISO)	910495665	drtroytroublefield@yahoo.com

<u>Education</u> and <u>References</u> will be provided as requested.

IV. Statement of Assurances

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for Florida High School for Accelerated Learning – Manatee, Inc. is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Dwight Barber (name), Chair (title) to sign as the legal correspondent for the school.

Signature

27 JAN 23
Date

DWIGHT W. BARBER
Printed Name

IV. Board Member Information Form

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter. The purposes of this questionnaire are: to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Each board member should complete this form individually, print and sign. Along with the completed, signed form, each board member should provide a resume, and a signed copy of the Statement of Assurances.

Where narrative responses are required, brief responses are sufficient. You may delete these instructions.

Background and Contact Information

1. Name of charter school on whose Board of Directors you intend to serve: **Florida High School for Accelerated Learning – Manatee County**

2. Full name: **Lawrence Rose**

   Home Address: **606 3rd Ave W; Apt 405 Bradenton, FL 34205**

   Business Name and Address: **Legacy Builders Financial PO Box 20893 Bradenton, FL 34204**

   Phone Number: **217-415-6000**

   E-mail address: **rosefinancial@gmail.com**

   ☒ Resume and professional bio are attached here.

   ☐ Resume and professional bio are attached elsewhere in the application (specify).

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.

   ☒ Yes ☐ No

   Foounded and Board President of Replay Outreach, Inc. since 2012

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).

   ☐ Yes ☒ No

5. Why do you wish to serve on the board of the proposed charter school?

   I believe strongly in the mission of this school for helping kids get back on track.

6. What is your understanding of the appropriate role of a public charter school board member?

   To help promote, oversee, direct, and guide the school to be a viable alternative to school for the kids who are currently dropping out or failing at traditional school methods.

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member.
I have served as non-profit leader in an agency working with teen, a school teacher, a youth worker for 10 years. For the past 10 years, as a founder of an outreach to help kids who are off track at school and susceptible to crime and drop-out. Our outreach offers kids training and mentoring. This is currently in Manatee County at Horizons, Lincoln Middle, and Booker Middle in Sarasota

8. Describe the specific knowledge and experience that you would bring to the board.
Master's Degree with special empbasis in counseling, 10 years board and non-profit leadership, community leader. Bay News 9 Everyday Hero, Education Hero of the Year 2017-18, Fox 13 Hometown Hero, 2018-2020 Juvenile Justice Community Leaders Award

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs?
The new charter school's mission is to help at-risk students graduate from high school with a standard high school diploma and move on to other ventures in life; including post-secondary education, vocational education, or apprenticeships. I've personally seen too many kids failing the traditional schools, as well as, the alternative schools, like Horizons. There is such a need for a school to get kids back on track.

2. What is your understanding of the school's proposed educational program?
The school will operate a blended instructional model with significant adacemic and social/emotional supports, including family supports, to help students overcome obstacles to academic and personal success. They have a strategically designed curriculum that allows the students to forge their path to getting back on track and the speed that they wish to achieve and accelerate their learning path. Strong, caring teachers who understand and want to help these students achieve, as well as, and online teaching staff to help connect a youth back on track and encouraging toward success (including help with language harriers that the traditional school is not providing).

3. What do you believe to be the characteristics of a successful school?
Strong governance, insight and oversight; a reputable management organization with a history of results; quality leadership; academin and support model designed to meet the students where they are and stay with them throughout their educational path; commitment to the students; community of caring teachers and staff; positive attitudes with a focus on success.

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives?
Setting goals that can be achieved and then a focus on the results mentality. Annual success markers to be set and achieved, with quarterly progress reports to manage the milestones toward these goals.

5. What do you see as your role regarding the school leaders?
A community leader to govern and direct the charter school and those hired to lead; a champion for

education of at-risk students throughout the community and school district; a steward of the resources to accomplish the goals set by the school; an accountability monitor for the achievement of results; and a ambassador for education to all students, even the ones who are failing.

Governance

1. How will you know if the school is successful at the end of the first year of operation?
The goals and outcomes are measured to achieve results, as set forth from the beginning of the year; otherwise a plan is put in place that the performance will increase to make sure we are affective at reacbing and teaching these students to success.

2. How will you know at the end of four years of the school is successful?
There are defined academic and financial expectations with outcomes that will need to reached annually; culminating with the long-term plan. These outcomes should include: increasing numbers of students, increasing numbers of youth graduating, increasing results in other academic scores, increasing credit recovery, GPA, and state assessments.

3. What specific steps do you think the charter school board will need to take to ensure that the school is successful?
Working closely with school leadership to encourage and support the staff and the students to achieve more. Building bridges to the business community will help the school achieve more, as well. Creating paths to college, trade-school, and employment will be another step in helping thes school to achieve it's goals and help the students to success.

4. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school?
This is primary importance to be reported promptly and dealt with ethically and judiciously. Board attorney and school leadership should be involved, as well as the Board in the oversight to properly resolve the issue and protect the school, the students, the community school board, and general public.

5. If your school intends to contract with a third-party ESP:
   a. Summarize your involvement in the selection process;
   We have selected an ESP that is currently managing successfully other dropout prevention and recovery schools within the stat of Florida. This ESP has great results and is a leader in providing DPRP services with a positive track record with all their schools receiving a "commendahle" grade, which has been successfully renewed for at least 10 yr terms. These schools have achieved positive State Accountability Ratings while sustaining enrollment and a positive financial position. The ESP has done a great job in implementing and even further developing and improving upon an instructional and support model that yields success without student population.
   b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; and
   Our local autonomous board has oversight and governance of and in a contractual relationship with the ESP to manage the schools on our hehalf.
   c. Indicate whether you have been involved in the review/negotiation of the management agreement.
   We are in the process of negotiating a management contract and agreement, along with our attorney. We will be finalizing the terms of this agreement soon

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.
   ☐ Yes ☒ No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).
(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.
(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:
1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.
2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.
(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.
(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school

at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Lawrence Rose

Signature *Date*

LAWRENCE P. ROSE

606 3rd Ave W; Apt 405 * Bradenton, FL 34205 * (217) 415-6000
rosefinancial@gmail.com

QUALIFICATIONS

A motivated and goal-oriented leader with a proven ability to inspire others. Builds and maintains strong relationships with clients and coworkers. Highly skilled communicator and presenter -- articulate and persuasive. Astute professional with nearly30 years of experience in the financial services industry and 20 years experience in leading nonprofit organizations. Knowledge and skilled in the following areas:

Training and Development	Recruitment
Investment Strategies	Management
Donor Development	Retirement Planning
Estate Planning	Nonprofit Organization
Wealth Management	Philanthropic Strategies

WORK HISTORY

Legacy Builders Financial 2009 to current
Owner, Financial Advisor & Wealth Management Solutions

Fiduciary Investment and Insurance solutions for clients with higher net worth. Wealth management planning, retirement and estate transfer issues.

Replay Outreach, Inc 2012 to current
Founder, CEO

Founded and lead a community service organization to help troubled and at-risk teens by guiding them in discovering their potential, passion, and purpose through training, inspiring, mentoring, and empowerment.

US Bancorp Investments, Springfield, IL 2005 to 2009
Financial Consultant

Provides strategic and tactical asset management along with comprehensive financial planning, encompassing thirteen wealth management issues -- including retirement and estate planning, wealth transfer and charitable gifting strategies.

Increased personal production by fifty percent 2005-2008
Pinnacle Award winner: 2007, 2008

Schwartz Copper Financial, Springfield, IL 2003 - 2005
Financial Planner

Provided fee-based financial planning and asset management for high net worth clients.

Asset management and insurance planning
Network with local CPAs and accountants
Developed and presented "Eternal Treasures" seminar for charitable groups

Prudential Financial, Springfield, IL 1995 - 2003
Manager of Financial Services, Manager of Agency Training, Sales Representative

Recruited, trained and developed financial planners for West Central Illinois region. Provided licensing training, as well as on-boarding and development for new representatives. Developed quarterly training material to be used by veteran and new representatives across the district.

As manager, 100% recruit retention - still working in financial services
As trainer, had 100% pass success in licensing new representatives
As a sales representative, increased production by 300%
Achieved President's Club Level Production
Opened and ran my own office serving: Springfield & Jacksonville, IL

Youth for Christ, Springfield, IL 1992 - 1995
Executive Director

Nonprofit administrator with oversight of entire organization. Recruited and developed paid and volunteer staff for daily operations. Selected and mobilized a board of trustees in oversight, raising organization's awareness within the community.

Increased organization's awareness within the community
Planned and executed several successful banquets and golf outings
Increased donor base and annual giving

Lakeside Christian Church, Springfield, IL 1985 - 1992
Associate Minister

Led educational and youth divisions of the church. Responsibilities included recruiting and training, as well as curriculum selection and writing.

EDUCATION AND PROFESSIONAL DESIGNATIONS

Master of Divinity, with an emphasis in Counseling 2004
Lincoln Christian Seminary

Bachelor of Arts 1985
Lincoln Christian College Graduated cum laude

Obtained Series 7, 65, 26, 6 and 63 licenses

Licensed in Life, Health, LTC, Certification in Long Term Care(CLTC), Progressing toward CFP designation

IV. Statement of Assurances

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for Florida High School for Accelerated Learning – Manatee, Inc. is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows _____ (name), _____(title) to sign as the legal correspondent for the school.

_____ _____

Signature *Date*

Lawrence Rose

_____

Printed Name

IV. Board Member Information Form

This form must be signed by a duly authorized representative of the applicant group and submitted with the application for a charter school.

Serving on a public charter school board is a position of public trust and fiduciary responsibility. As a board member of a public school, you are responsible for ensuring the quality of the school program, competent stewardship of public funds, and the school's fulfillment of its public obligations and all terms of its charter. The purposes of this questionnaire are: to give application reviewers a clearer introduction to the applicant team behind each school proposal in advance of the applicant interview, in order to be better prepared for the interview; and to encourage board members to reflect individually as well as collectively on their common mission, purposes, and obligations at the earliest stage of school development.

Each board member should complete this form individually, print and sign. Along with the completed, signed form, each board member should provide a resume, and a signed copy of the Statement of Assurances.

Where narrative responses are required, brief responses are sufficient. You may delete these instructions.

Background and Contact Information

1. Name of charter school on whose Board of Directors you intend to serve: **Florida High School for Accelerated Learning – Manatee County**

2. Full name: **Walter Loos**

   Home Address: **2309 64th Street W Bradenton, FL 34209**

   Business Name and Address:

   Phone Number: **941-807-9777**

   E-mail address: **walterloos@live.com**

X Resume and professional bio are attached here.

☐ Resume and professional bio are attached elsewhere in the application (specify).

3. Indicate whether you currently or have previously served on a board of a school district, another charter school, a non-public school or any not-for-profit corporation. If yes, explain.
   ☐ Yes **X** No

4. Indicate whether you currently or have previously served as the leader or on the leadership team of ANY school, regardless of type (charter/traditional/private, etc.). If you served at a charter school, include performance data on form IEPC-MI1. If you served in a position of leadership at a non-charter school, provide any relevant data related to academic performance of the school(s).
   ☐ Yes **X** No

5. Why do you wish to serve on the board of the proposed charter school?
   Having worked directly with troubled youth, I've seen firsthand the power of transforming lives through education and giving kids a second chance at academic success and obtaining lifelong sustainable skills. I believe our charter school for those who have dropped out or who are about to will save many students, benefit our community, and help the school system serve all of its students well.

6. What is your understanding of the appropriate role of a public charter school board member? **To bring our expertise and knowledge to the table to help drive program development that meets the needs of the student and educational requirements for life-long success, coupled with the fiscal and fiduciary oversight of the school's operations.**

7. Describe any previous experience you have that is relevant to serving on the charter school's board (e.g., other board service). If you have not had previous experience of this nature, explain why you have the capability to be an effective board member. **I have served troubled kids in many capacities such as running a shelter for children, incarceration programs and provided social services for kids. And with those experiences in mind, as a volunteer board member, it is imperative to the organizations success that one is committed to and understands the mission of the organization and that board members make decisions that are best for the organization as a whole. I am prepared and have the experience to practice these philosophies.**

8. Describe the specific knowledge and experience that you would bring to the board. **In addition to my previous roles in serving youth who are in need, I am also a businessman and entrepreneur, having started several successful local businesses, which I continue to operate. From these I bring a background of social service needs and also a working knowledge of workplace skills and competencies, all of which I will ensure are embedded in our school's curriculum and program.**

School Mission and Program

1. What is your understanding of the school's mission and guiding beliefs? **The new charter school's mission is to help at-risk students graduate from high school with a standard high school diploma and move on to post-secondary success. The guiding belief is that there is a student population that needs something different than what a traditional comprehensive high school can provide. There are many students who have fallen significantly behind and require a unique and innovative learning environment catered to their individual needs. It is also a belief that the school is a perfect complement to the traditional high school community, working in partnership to ensure that all students have options and opportunities that will lead to their greatest potential.**

2. What is your understanding of the school's proposed educational program? **The school will operate a blended instructional model with significant academic and social/emotional supports to help students overcome obstacles to academic and personal success. A mastery-based curriculum overseen by a highly qualified teaching staff will allow students to catch up on credits while also focus on building and remediating basic skills. There will also be a strong focus on transition planning to ensure that students have the information, skills and support to pursue meaningful post-secondary opportunities.**

3. What do you believe to be the characteristics of a successful school? **Strong governance and oversight; a strong management organization with a history of results; high quality leadership; an academic and support model designed to meet the needs of this unique student population; a teaching and support staff supported by quality coaching and training; a positive collaboration with the authorizing school district to ensure that at-risk students are provided access to options that best address their academic and personal needs.**

4. As a board member, how will you monitor progress toward annual academic and financial/operational goals and objectives? **Annual goals will be defined and reviewed together with school leadership and the**

management organization. Progress toward accomplishing these goals will be reviewed at every Board Meeting and strategies for continuous improvement will be discussed and monitored.

5. What do you see as your role regarding the school leaders? **As a governing board member, I will be involved in the selection of new leaders. I will also be responsible for working with the management company to evaluate the performance and fit of the school leadership. I will expect the management company to address the day-to-day supervision of school leadership while keeping me informed of any concerns, growth opportunities or suggested changes.**

Governance

1. Describe the role that the board will play in the school's operation. **The board will be responsible for setting policy, approving and monitoring an annual budget, reviewing and approving annual school improvement plans, reviewing school outcomes and overseeing that the management company takes all necessary steps to ensure that the schools are operating in accordance with law and the obligations and expectations defined by the charter contract.**

2. How will you know if the school is successful at the end of the first year of operation? **The application has defined financial and academic outcomes expected by the end of the first year of operations. If these outcomes are met, we will know that the school has been successful. We will meet and discuss remedies to any possible deficiencies in real time, and not wait for the end of the school year.**

3. How will you know at the end of four years of the school is successful? **The application has defined financial and academic outcomes expected by the end of the fourth year of operations. If these outcomes are met, we will know that the school has been successful. Outcomes that define school success and progress include but are not limited to increasing numbers of graduates, increasing rates of reading and math growth, increasing rates of credit earning, improved GPAs and positive results on the State's Alternative Accountability System (SIR).**

4. What specific steps do you think the charter school board will need to take to ensure that the school is successful? **We will work closely with school leadership and the ESP to monitor the effective implementation of policy and budgets and regularly review the outcomes of the school to ensure that goals are being met.**

5. How would you handle a situation in which you believe one or more members of the school's board were acting unethically or not in the best interests of the school? **Immediately speak/report to the board attorney and follow-up. Full transparency.**

6. If your school intends to contract with a third-party ESP:
   a. Summarize your involvement in the selection process;
   b. Explain your understanding of the legal relationship between yourself as a board member and the ESP; and
   c. Indicate whether you have been involved in the review/negotiation of the management agreement.

   a. We have selected an ESP that is currently managing 15 dropout prevention and recovery schools throughout Florida. This ESP is a leading provider of DPRP services with a positive track record with all of their schools receiving a Commendable grade, and all have been successfully renewed for at least 10-year terms. These schools have achieved positive State Accountability Ratings while sustaining enrollment and a positive financial position. The ESP has done a quality job in implementing and even further developing and improving upon an instructional and support model that yields success with our student population.

Additionally and importantly, a school tour further validated our decision after speaking with students, staff and a board member of the schools.

b. I am a member of the independent school board which engages in a contractual relationship with an ESP to manage the schools. The responsibility for governance and for the school remains with us as a governing board.

c. We are in the process of negotiating that agreement and, along with our attorney, we will be finalizing the terms of that agreement.

Disclosure

1. Indicate whether you or your spouse is an employee of a charter management organization.
   ☐ Yes X No

If yes, please indicate when you (or your spouse) will end the relationship that poses this prohibited conflict.

Attestation

By signing this form, I hereby attest that I have read and understand the following provisions of Florida law relating to standards of conduct and financial disclosure and the restriction on the employment of relatives.

Standards of Conduct and Financial Disclosure (Section 1002.33(26), Florida Statutes)

(a) A member of a governing board of a charter school, including a charter school operated by a private entity, is subject to ss. 112.313(2), (3), (7), and (12) and 112.3143(3).

(b) A member of a governing board of a charter school operated by a municipality or other public entity is subject to s. 112.3145, which relates to the disclosure of financial interests.

(c) An employee of the charter school, or his or her spouse, or an employee of a charter management organization, or his or her spouse, may not be a member of the governing board of the charter school.

Restriction on Employment of Relatives (Section 1002.33(24), Florida Statutes)

(a) This subsection applies to charter school personnel in a charter school operated by a private entity. As used in this subsection, the term:

1. "Charter school personnel" means a charter school owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the charter school who has equivalent decisionmaking authority and in whom is vested the authority, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment in a charter school, including the authority as a member of a governing body of a charter school to vote on the appointment, employment, promotion, or advancement of individuals.

2. "Relative" means father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

(b) Charter school personnel may not appoint, employ, promote, or advance, or advocate for appointment, employment, promotion, or advancement, in or to a position in the charter school in which the personnel are serving or over which the personnel exercises jurisdiction or control any individual who is a relative. An individual may not be appointed, employed, promoted, or advanced in or to a position in a charter school if such appointment, employment, promotion, or advancement has been advocated by charter school personnel who serve in or exercise jurisdiction or control over the charter school and who is a relative of the individual or if such appointment, employment, promotion, or advancement is made by the governing board of which a relative of the individual is a member.

(c) The approval of budgets does not constitute "jurisdiction or control" for the purposes of this subsection.

Certification

I hereby certify that the information contained in this document is true and complete to the best of my knowledge and that my service on the charter school governing board does not pose a prohibited conflict of interest. I certify that if the proposed charter school is approved, I hereby agree to notify the chair of the board at the charter school at which I will serve of any change that may create a conflict of interest, and if the change results in a prohibited conflict of interest I will resign from the Board. I have attached all required documents.

Name: Walter Loos

Walter Loos — *Signature*

Jan. 26, 2023 — *Date*

Walter E. Loos

2309 64th Street West, Bradenton, Florida 941 807-9777 WalterLoos@live.com

Professional Profile

Entrepreneurial, results-orientated, management professional with extensive experience leading a full spectrum of business and organizational operations cutting across a variety of industries and sectors. Demonstrated ability to dissect complex business, financial and operational issues in devising practical and proven business solutions. Adept at forging critical relationships and partnerships by identifying win-win outcomes and furthering business development objectives and targets.

Respected administrator with a reputation for top performance. "In his initial year as Emergency Services Director, Walter has brought an approach that is not only action-orientated, but orientated to the right action, which serves clients well, meets funding source expectations and advances the interest of the chapter" (David Therkelsen, American Red Cross of the St. Paul Area CEO).

Recent Accomplishments

2012 - Received the ***Illinois Association of Park District Community Service Award*** for the ongoing development and advancement of recreational opportunities in partnership with the Rockford Park District.

2012 - Paddle and Trail of Beloit was recognized as the ***Best New Business*** in the State of Wisconsin by the Wisconsin Economic Development Corporation (WEDC)

2012 - Paddle and Trail of Beloit received ***Best New Business*** by the Downtown Beloit Association.

2011 - Created and founded the ***Amped Up Adventure Race Series,*** a social entrepreneurial race series focused on community impact projects.

Professional Experience

Venturelocity – Anna Maria Island, Florida *February 2015 – Present*

Managing Partner/Co-Founder

Developed and built a full-service destination management company from start-up to generate 6 figure sales annually in establishing a strong network of business partnerships. Optimized strategic organizational direction by developing new products, solidifying new partners and revenue streams.

- Broke new ground in creating a first-in-class destination booking and reservation company for regional activity and tour operators.
- Monitor internal and external environment for development of new market segments and emerging trends.
- Lead all organizational project management, SEO and SEM, website development, marketing and advertising efforts.
- Overseeing day-to-day business operations.

Gill Dawg Marina – Port Richey, Florida *October 2013 – February 2015*

Director of Business Development and Marketing

Led and oversaw the development and growth of profitable new business through the effective development and maintenance of company's overall growth initiatives and strategies. Impact the profitability of the company through ensuring strategic and tactical management decisions and new business development results.

- Performed market research and analysis in developing strategic growth initiatives regarding regional markets and target customer segments.
- Assisted in or produced feasibility studies and business plans for new product or service development

Fontana Paddle Company – Fontana, WI *May 2013 – October 2013 (contract)*

Business Development Consultant

Provides expertise and operational guidance in solidifying current revenue streams while identifying new viable growth strategies across multiple business verticals. Successfully identified new strategic business initiatives and go-to-market strategies for both the company's retail and service related business segments.

- Initiated efforts to strengthen and increase retail market penetration efforts through strategic product line expansion and the implementation of focused sales programs.
- Led development and expansion efforts through strategic partnership efforts to expand program and rental business activity and revenues.

Midwest Adventure Group – IL – WI *July 2009 –January 2013*

Managing Partner

Responsible for indentifying, developing and directing the company's overall business strategy and day-to-day operations. As managing partner cultivated and grew the companies' reputation in the market with customers and suppliers in driving revenue and market penetration efforts.

Easter Seals Wisconsin – Madison, WI *November 2007 - May 2009*

Donation Center Director

Recruited to formulate and execute strategic plan for an underperforming social entrepreneurial used goods statewide collection operation. Accountable for the fiscal and operational oversight of this earned revenue operation that provided essential unrestricted funds to support the organization's programs and services. Led all business development and donor acquisition strategies by diversifying and growing collection operations, while at the same time, identifying operational improvements to increase bottom line results.

Savers, Inc. – Bellevue, WA *June 2006 – November 2007*

Partner Support Manager

Facilitated and oversaw all aspects of startup and turnaround operations for assigned markets and nonprofit partners. In a consultative manner worked with leadership from the partnering nonprofit organizations by developing, implementing and executing recommended business and operating plans. Researched, developed and improved donor acquisition collections systems and procedures while growing donation efforts and earned revenue opportunities.

American Red Cross of the St. Paul Area – St. Paul, MN *August 2004 – March 2006*

Director of Emergency Services

Led and directed the chapter's emergency services programs and services that included local, state and national relief efforts, emergency planning and preparation education, and after-hours child protection services for a six county radius. Ensured the financial viability of the department programs and services through appropriate budget development, contract negotiation, resources allocation and grant administration.

Education

Hamline University, St. Paul, MN – **Masters of Arts in Management/Nonprofit Management** – 2009
National Louis University, Atlanta, GA – **Bachelors of Science in Management** – 2003
Capilano College, North Vanouver, BC – **Outdoor Recreation Management Diploma** – 1999

Critical Thinker
Sales and Marketing
Strong Strategic Planning Capabilities
Pitch and Sales Presentations
Evaluation and Analytical Evaluation
Campaign Design and Execution
Continuous Process Improvement
Project Management
Brand Development
Conceptual Modeling Skills

IV. Statement of Assurances

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As the authorized representative of the applicant group, I hereby certify that the information submitted in this application for a charter for Florida High School for Accelerated Learning – Manatee, Inc. is accurate and true to the best of my knowledge and belief; and further, I certify that, if awarded a charter, the school:

- Will be nonsectarian in its programs, admission policies, employment practices and operations.
- Will enroll any eligible student who submits a timely application, unless the school receives a greater number of applications than there are spaces for students, in which case students will be admitted through a random selection process.
- Will adhere to the antidiscrimination provisions of section 1000.05, F.S.
- Will adhere to all applicable provision of state and federal law relating to the education of students with disabilities, including the Individuals with Disabilities Education Act; section 504 of the Rehabilitation Act of 1974; and Title II of the Americans with Disabilities Act of 1990.
- Will adhere to all applicable provisions of federal law relating to students who are limited English proficient, including Title VI of the Civil Rights Act of 1964 and the Equal Educational Opportunities Act of 1974.
- Will participate in the statewide assessment program created under section 1008.22, F.S.
- Will comply with Florida statutes relating to public records and public meetings, including Chapter 119, Florida Statutes, and section 286.011, F.S., which are applicable to applicants even prior to being granted a charter.
- Will obtain and keep current all necessary permits, licenses, and certifications related to fire, health, and safety within the building and on school property.
- Will provide for an annual financial audit in accordance with section 218.39, F.S.

The governing board, at its discretion, allows Dwight Barber (name), Chair (title) to sign as the legal correspondent for the school.

Walter Loos

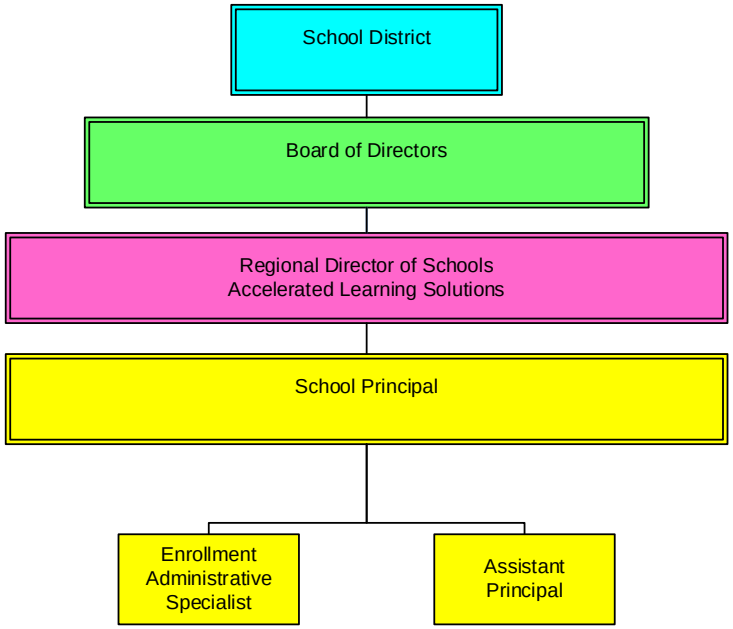
Signature

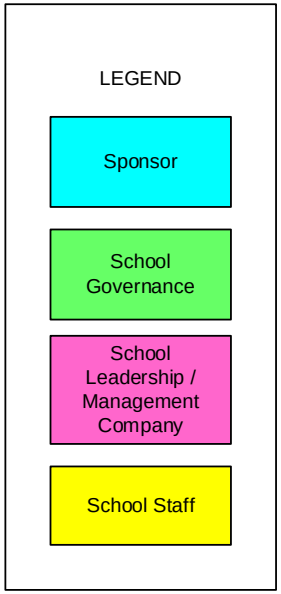
Jan. 26, 2023

Date

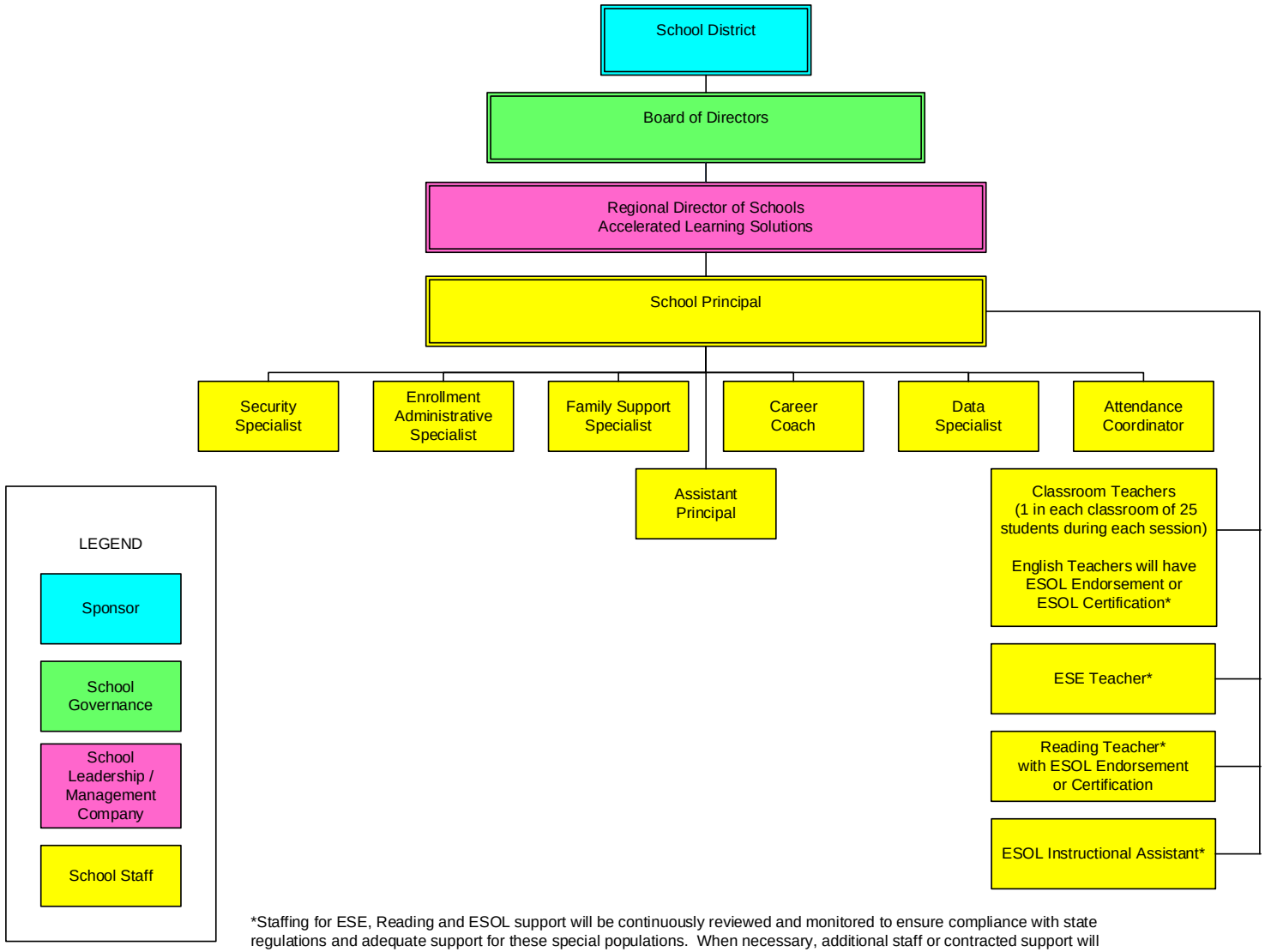
Walter Loos
Printed Name

Pre-Operational Year Organizational Structure





Organizational Structure
First and All Subsequent Years of Operation



*Staffing for ESE, Reading and ESOL support will be continuously reviewed and monitored to ensure compliance with state regulations and adequate support for these special populations. When necessary, additional staff or contracted support will be hired to meet the aforementioned regulations.

Principal
Charter High School

Position Title:	Principal	**Position Length:**	12 Months
Location:		**Posting Date:**	
Reports To:	Regional Director	**Application Deadline:**	
Work Schedule:	Full-time, 12 months	**FLSA Status:**	Exempt
Apply To:		**Location Position:**	

JOB PURPOSE:

The Principal is responsible for providing educational leadership, contractual accountability, and day-to-day leadership of educational and operational activities of the school.

PRIMARY RESPONSIBILITIES:

- Recruit, hire, and retain highly qualified school staff and make appropriate recommendations to board for hiring teachers.
  Evaluation Criteria
  - All teachers will be certified
  - Follows SOM policy for hiring as evidenced by timely submission of new hire paperwork
  - Staffed according to approved staffing chart and timelines
  - Staff meet requirements of job description
  - Meets or exceeds Staff retention rates as stated in employment contract
  - Meets or exceeds Staff attendance rates as stated in employment contract

- Lead all initiatives to ensure school meets defined FTE enrollment and attendance goals.
  Evaluation Criteria
  - Meets FTE enrollment goals as stated in Section VI.a. of the employment contract
  - Meets or exceeds established student attendance goals as stated in Section VI.a. of the employment contract
  - Meets or exceeds established student retention goals as stated in Section VI.a. of the employment contract

- Set clear and rigorous expectations for staff performance, accountability, and adherence to company and School policies and procedures.
  Evaluation Criteria
  - Staff follow policies and procedures as evidenced by walkthroughs and observations using the established protocol tools
  - Staff have been trained on and can articulate how they will be evaluated
  - Staff have been trained on how they will be evaluated as evidenced by signed job descriptions, training documentation recorded in LMS and faculty meeting agendas
  - Staff have been trained on and can articulate school performance measures as evidenced by training documentation recorded in LMS and faculty meeting agendas
  - Staff can describe the processes and consequences in place if performance expectations are not met as evidenced by training documentation recorded in LMS and faculty meeting agendas
  - Professional growth plans are in place for staff not meeting performance measures

- Develop staff training with input from Chief School Officer. Develop yearly staff training and professional development schedule to ensure effective professional development and ongoing support. Ensure all staff participate in company and School required trainings. Use Learning Management System to monitor and track professional development and training participation.
  Evaluation Criteria
  - Staff receive training on company and School policies and procedures, contract accountabilities, performance measures, state and district requirements, and other required training as evidenced by New Hire Checklist, signed policies, sign-in sheets, faculty meeting agendas, and Professional Development Plan
  - All sign-in sheets and other required training documentation are submitted for tracking in the company's Learning Management System
  - Individual Professional Development Plan for all certified staff is on file
  - Individual Leadership Development Plan for all administrators is on file
  - School professional development plan includes individual professional growth plans, if necessary
  - Professional Development activities should be regularly monitored and tracked using the Company's Learning Management System
  - Professional Development should be on the meeting agenda for at least one faculty meeting per month

- Collect and analyze school data as the basis for monitoring and improving the school's measurable outcomes and contractual obligations with a focus on a cycle of continuous improvement.
  Evaluation Criteria
  - Data meeting agendas and notes reflect use and analysis of school dashboard data and other available school reports
  - Data analysis in staff meetings as documented in Progress Monitoring Logs and notes of academic planning meetings
  - Use of data analysis in creation and selection of professional development initiatives as recorded in Professional development schedules
  - School improvement plan utilizes data analysis in monitoring outcomes
  - Formal observations are conducted that include a pre and post conference as documented in approved tool
  - Observation data entered into approved tool after each observation and walkthrough

- Monitor and evaluate staff performance systematically and regularly. Provide staff feedback and develop professional growth plans when necessary. Follow through with progressive discipline when expectations are not met.
  Evaluation Criteria
  - Staff meet or exceed primary job responsibilities
  - Conducts formal and informal observations and walkthroughs according to approved observation schedule
  - Observation data are entered into approved tool and feedback is given as evidenced by correspondence to staff member in the form of memos, e-mails, or notes.
  - Develop individual professional growth plans for all staff not meeting performance measures
  - Ensure all yearly staff evaluations are complete and on-time

- Lead staff to accomplish the defined accountability measures to include contractual obligations, company performance measures, and federal, state, and district requirements.
  Evaluation Criteria
  - Acceptable Student Accounting
    - Enrollment – as stated in employment contract

        - Attendance – The school's attendance rate will be at least 70 %
        - Retention – At least 50% of the students enrolled in the October FTE will still be enrolled for the February FTE
    - Acceptable Academic Performance and/or growth in the following areas, as stated in the employment contract:
        - Reading and Math Skills Growth
        - Credits Earned
        - State Test participation
        - Individual Success Plan (ISP) Progress
        - Graduation rate
        - College Readiness
        - Postsecondary transition
    - Acceptable performance of contractual obligations, as stated in the employment contract:
        - Oversight of the production of the Annual Report to the Sponsor
        - Ensure that students participate in statewide assessments
        - Ensure that ESE students' IEPs are followed
        - Ensure that school obtains a baseline standard of achievement for each student and then monitors progress
        - Ensure that School complies with state methods for determining requirements for graduation
        - Ensure that school acquires/maintains SACS accreditation
        - Ensure that School maintains satisfactory rating under the state classification system

- Foster effective communication and relationships with all internal and external stakeholders which would include the company's mission and vision, performance results, school activities, and other information pertinent to the individual stakeholder groups:
    - School staff
    - Students
    - Parents
    - School district personnel
    - Charter School Board of Directors
    - Referring schools
    - District representatives
    - Community partners
    - Local media
    - Other stakeholders as identified

  Evaluation Criteria
    - Staff effectively articulate the school mission and vision
    - Evidence that the Stakeholder Plan has been followed
    - History of positive stakeholder feedback

- Manage the school's resources and expenditures effectively to meet defined budget goals.

  Evaluation Criteria
    - Meets enrollment goals
    - Meets yearly established budget
    - Orders from approved vendors
    - Follows Purchasing Policy
    - Follows Travel Policy
    - Follows Petty Cash Procedure

- Facilitate a school climate that is conducive to student learning and implement research-based instructional practices aligned with the Standard Operating Model.
  Evaluation Criteria
  - Observation of instructional best practices implemented throughout school as evidenced by observation and data analysis tools
  - Observation and review of documentation indicate that all staff follow standard operating model as evidenced by school walkthroughs, surveys, reports

- Comply with all company, federal, state, and district safety and security requirements to ensure a safe and secure environment for students and staff. Lead the school management team in developing and implementing emergency procedures.
  Evaluation Criteria
  - Successful completion of all required safety and security plans, drills, and audits
  - Maintains security equipment and ensures that equipment is calibrated as per the user manual

- Perform all other duties as deemed necessary, which are aligned in accordance with company policies and procedures to ensure that student educational and behavioral goals and objectives are achieved.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:

- Knowledge of educational administration as it relates to school management and organization
- Knowledge of the principles of secondary education
- Knowledge of curriculum and instructional theory
- Knowledge, skills, and ability to analyze and manipulate data to drive program improvement
- Ability to communicate effectively both orally and in writing
- Ability to establish and maintain effective working relationships with staff and stakeholders
- Knowledge of and ability to work in a technology rich environment
- Skilled in the use of productivity software, including but not limited to: Microsoft Word, Excel, PowerPoint, and Outlook

JOB REQUIREMENTS AND PREREQUISITES:

- Possession of, or ability to obtain within 18 months of hire date, the required state administrative certification.
- Possession of, or ability to obtain within 18 months of hire date, a master's degree in Education, Educational Leadership, Curriculum and Instruction, or a related educational field from an accredited college or university.
- Possession of a valid state teaching certificate is desired if working towards administrative certification.
- Five (5) years of paid, professional experience working with at-risk youth is preferred.
- Three (3) years of paid, professional experience in a position of providing instructional/supervisory leadership is preferred.

Reviewed and agreed upon by:

_____ _____
Employee Signature Date

_____ _____
Supervisor Signature Date

PRINCIPAL QUALIFICATION REQUIREMENTS

The Principal will have the most influence on the success of the School, as he/she will be responsible for providing educational leadership, contractual accountability, and day-to-day leadership of all educational and operational activities of the school.

The job description in Attachment N outlines the specific responsibilities of the Principal.

The ideal candidate for this position will

- have an exceptional ability to lead and inspire administrative and instructional staff
- be a qualified education leader with experience in managing schools for students who require accelerated mastery of foundational skills and earned course credits
- be skilled at building and managing internal teams as well as collaborating with other stakeholders in the community to build partnerships that are beneficial to the School's students
- be a collaborative leader who will provide frequent and routine communications with stakeholders, including Board members.

The qualifications expected in a Principal candidate include:

- possession of, or ability to obtain within 18 months of hire date, the required state administrative certification
- possession of, or ability to obtain within 18 months of hire date, a master's degree in Education, Educational Leadership, Curriculum and Instruction, or a related educational field from an accredited college or university
- possession of a valid state teaching certificate if working towards administrative certification.

Additionally, the preferred candidate will have:

- five (5) years of paid professional experience working with at-risk youth
- three (3) years of paid professional experience in a position of providing instructional/ supervisory leadership

After a Principal is selected, he/she will be thoroughly trained in the program outlined in this application. The Principal will participate in a four-to-six-week Principal Induction that will include residency at two or three high-performing charter schools with the same model working alongside a mentor principal, as well as learning the job functions of each position on the School's organizational chart.

Assistant Principal
Charter School

Position Title:	Assistant Principal	**Position Length:**	12 Months
Location:		**Posting Date:**	
Reports To:	Principal	**Application Deadline:**	
Work Schedule:	Full-time, 12 months	**FLSA Status:**	Exempt
Apply To:		**Location Position:**	

JOB PURPOSE:

The Assistant Principal is responsible for managing the academic progress of students; maintaining a climate conducive to teaching and learning; ensuring effective delivery and improvement of instruction; supervising, mentoring, and developing instructional staff; and ensuring that the school meets its defined goals.

PRIMARY RESPONSIBILITES:

- Uphold school mission and vision.
  - Encourage an environment of student success, including a focus on success after graduation
  - Maintain direct and indirect student contact to monitor progress and academic success
  - Monitor graduation rates, postsecondary enrollment, post-graduation employment, and additional training or military enlistments

  Evaluation Criteria
  - Progress Monitoring Logs reviewed and approved weekly with applicable feedback to Teachers
  - Agendas and notes of bi-weekly data analysis meetings with staff
  - Graduation Checklist completed for every senior
  - *My Success*© monitored for completion of postsecondary information
  - School Dashboard monitored for postsecondary, graduates, courses passed, and credits earned fields
  - Contact by Staff Log indicates evidence of maintaining contact with students upon graduation and monitoring and tracking their intended postsecondary paths
  - School mission and vision posters in every classroom
  - Student progress and success are recognized, e.g., classroom certificates, firesigns, incentive initiatives

- Assist Principal in facilitating and monitoring a school climate that is conducive to student learning and implementing research-based instructional practices aligned with the Standard Operating Model.

  Evaluation Criteria
  - Completed Orientation Checklists for each student is in academic folder
  - Observation of instructional best practices implemented throughout school as evidenced by observation and data analysis tools
  - Observation and review of documentation show all staff follow standard operating model as evidenced by school walkthroughs, surveys, reports
  - Completed Classroom Management Plans reviewed and signed

- Oversee all aspects of the core academic program to include, but not be limited to:

- Ensure fidelity of implementation of all approved academic software, off-line curriculum and assessments
- Development of Individual Success Plans (ISP)
- Ensure student academic records are accurate and up to date
- On-going individual student academic advising
- Student preparation and staff administration of all standardized assessments
- Compliance with Exceptional Student Education (ESE) and English for Speakers of Other Languages (ESOL) requirements

Evaluation Criteria

- Correct issues identified in monthly academic reports, walkthroughs, audit of student academic records, and observations
- Course Completion Checklists reviewed and signed
- Complete and up-to-date student Academic Folders
- Complete and up-to-date ESE and ESOL compliance documentation
- Schedule of test preparation for students, e.g., state assessments, college admission exams, district benchmarks
- Evidence of adherence to district and state assessment administration protocol
- 100% of enrolled students have completed and current ISP
- Completes tasks assigned in Standard Operating Model

- Serve as primary building administrator in the absence of the Principal.
  Evaluation Criteria
  - Successful completion of duties assigned by Principal to be performed in his/her absence
  - Observed leadership provided as necessary to ensure normal day-to-day educational and operational activities
  - An administrator is on duty at all times when students are in the building

- Assist Principal in all initiatives to ensure school meets defined FTE enrollment and attendance goals.
  Evaluation Criteria
  - Meets or exceeds FTE enrollment goals
  - Meets or exceeds established student attendance goals
  - Meets or exceeds established student retention goals

- Assist the Principal in recruiting and hiring highly-qualified instructional staff.
  Evaluation Criteria
  - All staff possess the required certifications and endorsements
  - School is staffed appropriately to meet all instructional needs
  - Follows company's marketing and hiring protocols

- Supervise and retain highly-qualified instructional staff.
  Evaluation Criteria
  - Retention rates meet or exceed agreed upon percentage for instructional staff
  - Attendance percentages meet or exceed 90% for instructional staff
  - Certification data base is accurate and up to date for all instructional staff
  - Instructional staff has required certifications or endorsements, e.g., reading, ESOL
  - Schedule of observations and walkthroughs with data entered into observation tool meets minimum requirements

- Ensure instructional staff meets expectations for performance, accountability and adherence to company policies and procedures.

Evaluation Criteria
- Staff follows policies and procedures as evidenced by walkthroughs and observations of established protocols
- Evidence of prescribed use of adopted teacher observation and feedback tools to include formal and informal classroom observations and walkthroughs – Review of Teacher Evaluation protocols and instruments
- Evidence of frequent and appropriate use of performance data to include instructional software reports, Student Tracking and Academic Reporting System (STARS) reports, Daily Dashboard and standardized assessments to monitor continuous academic progress and/or growth
- Progress Monitoring Logs document evidence of frequent and appropriate use of performance data by staff to inform instruction
- Appropriate completion of growth plans when expectations are not met and improvement is needed in specific areas
- Appropriate completion of counseling forms when immediate action is required by the employee to correct a performance issue
- Follows progressive discipline timelines and protocols

- Lead all professional development initiatives relating, but not limited, to:
  - Academic advising
  - Academic interventions and strategies
  - Standardized assessments
  - Progress monitoring
  - Classroom management
  - Analysis and effective use of school and individual student performance data
  - Professional development initiatives identified in the School Improvement Plan

  Evaluation Criteria
  - Completed New Hire checklists show that new hires have received all required training
  - Individual Professional Development Plan (IPDP) on file for all instructional staff according to established timelines
  - School Professional Development Plan and calendar show evidence of ongoing training based on needs assessment and data analysis
  - Timelines met for submitting professional development schedules, sign ins, or other training documentation to Principal
  - Successful completion of all professional development initiatives identified in the School Improvement Plan
  - Completion of all state mandated training for instructional staff
  - Learning Management System (LMS) reports indicate all training is current and recorded
  - Professional Development evaluation data analysis
  - Completed professional development tasks assigned in Standard Operating Model

- Perform all other duties as deemed necessary, which are aligned in accordance with company policies and procedures, to ensure that student educational and behavioral goals and objectives are achieved.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES:
- Knowledge of educational administration as it relates to school management and organization
- Knowledge of the principles of secondary education
- Knowledge of curriculum and instructional theory
- Knowledge, skills and ability to analyze and manipulate data to drive program improvement
- Ability to communicate effectively both orally and in writing
- Ability to establish and maintain effective working relationships with staff and stakeholders

- Knowledge of and ability to work in a technology rich environment
- Skilled in the use of productivity software, including but not limited to: Microsoft Word, Excel, PowerPoint and Outlook

JOB REQUIREMENTS AND PREREQUISITES:

- Possession of or ability to obtain within 18 months of hire date the required state administrative certification
- Possession of or ability to obtain within 18 months of hire date a master's degree in Education, Educational Leadership, Curriculum and Instruction or a related educational field from an accredited college or university
- Possession of a valid state teaching certificate is desired if working towards administrative certification
- Two years of paid, professional experience working with at-risk youth is preferred
- One year of paid, professional experience in a position of providing instructional/supervisory leadership is preferred
- Act as an LEA when necessary to ensure compliance in ESE and ESOL meetings

Reviewed and agreed upon by:

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date

English Teacher
Charter School

Position Title:	Teacher	**Position Length:**	12 Months
Location:		**Posting Date:**	
Reports To:	Principal	**Application Deadline:**	
Work Schedule:	Full-time, 12 months	**FLSA Status:**	Exempt
Apply To:		**Location Position:**	

Job Purpose:

The Teacher position is responsible for coaching, motivating and instructing high school students within the company model and with attention given to each student's Individual Graduation Plan (IGP). All for-credit courses are aligned to state standards and are delivered in such a way to engage student learning, and accelerate the accumulation of credits through a mastery-based educational model. In many respects, the teacher acts more like a coach and mentor in this environment and is specifically focused on ensuring the success of his/her students.

Primary Responsibilities:

- Provide a learning environment of high student accountability that is student-centered and aligned with the school's academic goals and specified objectives.
  Evaluation Criteria:
  - Recognition of student achievement (incentive charts, certificates) is displayed throughout the classroom
  - Standard Operating Model (SOM) resources (textbooks, calculators, student notebooks, etc.) are available to students in the classroom
  - Administrator observations indicate twice monthly delivery of prescribed social-emotional curriculum
  - Positive phone calls made monthly to each advisory student/parent as recorded in the Contact Log
  - 100% of students in advisory group receive feedback at least once each month via *My Success*©

- Provide direction and leadership within the classroom by displaying an effective working knowledge of the subject matter and by demonstrating best practices relating to teaching/instructional techniques.
  Evaluation Criteria:
  - Demonstrated ability to effectively assist students in assigned subject area(s) – 85% of students who are active after 90 days of enrollment will have completed 2.5 credits; 85% of students who are active after 180 days of enrollment will have completed 5.0 credits
  - Adherence to instructional practices within SOM and teacher evaluation system
  - Use applicable, appropriate Tier 1, Tier 2, and Tier 3 instructional techniques and interventions to effectively support students at all levels as documented in the Response to Intervention tools or meeting notes
  - Documentation of active participation in required professional development

- Assist in all initiatives to ensure school meets defined FTE enrollment and attendance goals.
  Evaluation Criteria
  - Student daily attendance for advisory group is 70% or higher
  - Student retention rate for advisory group is 70% or higher
  - Attendance calls made for absent advisory students on day/during session of student absence as recorded in the Contact Log
  - School meets or exceeds FTE enrollment goals

- Maintain progress monitoring reports, attendance and behavioral records, academic grades, and other student records as required by state regulatory guidelines and company policy and procedures.
  Evaluation Criteria:
  - Accurate and up to date Progress Monitoring Logs for all assigned students
  - Attendance audits indicate adherence to company's policies for attendance record keeping
  - Up to date grade books in instructional software and STARS and other student records
  - Pacing guides are complete, monitored, and modified (if applicable)

- Collaborate effectively and professionally with peers to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with company goals.
  Evaluation Criteria:
  - Collegiality and professionalism is at the applying or innovating level as per the approved Florida instructional model protocol tool
  - Meeting agendas and sign in sheets documenting participation in Individual Educational Plan (IEP) and English for Speakers of Other Languages (ESOL) meetings
  - Meeting agendas and sign in sheets documenting participation in academic planning meetings

- Participate in professional development courses or activities to maintain appropriate certification or credentials based on position.
  Evaluation Criteria:
  - Up to date certification and required endorsements
  - Up to date Individual Professional Development Plan aligned with School Improvement Plan
  - Sign in sheets documenting participation in all company provided training and professional development
  - Documentation of participation in all district required training and professional development

- Serve as the writing coach
- Create lesson plans
- Perform all other duties as assigned, which are aligned in accordance with company policy and procedures to ensure student educational and behavioral goals and objectives are achieved.

Job Requirements and Prerequisites:

- Bachelor's degree in Education or related field from an accredited college or university is required.

- Appropriate Teacher's certification.
  - Knowledge of the principles of secondary education
  - Knowledge of curriculum and instructional theory
  - Knowledge, skills and ability to analyze and use data to drive program improvement
  - Ability to communicate effectively both orally and in writing

- Previous experience and/or the ability to work with overage and at-risk youth is preferred.

Reviewed and agreed to by:

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date

ESE Teacher, Charter School

Position Title:	ESE Teacher	**Developed**	2011
Location:		**Date Revised**	7.2021
Reports To:	Principal	**Job Class/Salary Grade:**	Salary
Work Schedule:	Full Time – 10 Month	**FLSA Status:**	Exempt

JOB DESCRIPTION

Job Summary

The ESE Teacher position is responsible for coaching, motivating, and instructing special education high school students within the company model, with attention given to each student's Individual Graduation Plan (IGP) and Individual Educational Plan (IEP). The ESE teacher collaborates with classroom teachers and support staff to ensure that the instructional and social-emotional needs of the special education student are met. The ESE teacher also works with the school's Administrators to ensure that all ESE paperwork and reporting requirements are in compliance with national, state, and district regulations and serves to facilitate and ensure compliance with state, district, and company Response to Intervention (RtI) policies.

Essential functions
Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

ESE Teacher has the following responsibilities and duties:

1. Provide a learning environment that is team-oriented, student-centered and aligned with the company's and special education student's academic goals and specified IEP objectives.
2. Provide direction and leadership within the school and classroom by displaying deep and effective working knowledge of the needs of the special education student and demonstrating best practices related to teaching, supporting, providing modifications, interventions, and instructional techniques in content area text.
3. Maintain, disaggregate, and provide progress monitoring reports, IEP compliance, attendance and behavioral records, academic grades, and other student records as required by national and state regulatory guidelines as well as company policy and procedures.
4. Maintains IEPs, Quarterly Reports, Progress Monitoring for caseload.
5. Collaborates with regular education teachers to monitor student progress and compliance (including student compliance issues, withdrawals, etc.).
6. Act as counselor, advisor, facilitator, advocate, and coach to support, mentor and guide the ESE students through their IGP and IEP.
7. Collaborate effectively and professionally with peers to develop, plan, and implement best educational practices based upon the individual academic and/or behavioral needs of the student that are aligned with IEP and company goals.
8. Participate in professional development courses or activities to maintain appropriate certification or credentials based on position.

9. Assist in all initiatives to ensure school meets defined FTE enrollment and attendance goals.
10. Arranges for and assists with training for inclusionary practices.
11. Assists with planning for classroom and testing accommodations for students with disabilities.
12. Performs all other duties as assigned, which are aligned in accordance with company policy and procedures that ensures educational goals are achieved.

Knowledge and Skills Required

- Knowledge of the principles of secondary education
- Knowledge of curriculum and instructional theory
- Knowledge, skills, and ability to analyze and use data to drive program improvement.
- Ability to communicate effectively both orally and in writing.
- Ability to establish and maintain effective working relationships with teachers, students, parents, the community, and administrative staff. Is sensitive to sensitive to corporate needs, employee goodwill, and the public image, as unique situations present themselves.
- Knowledge, skills, and ability to prioritize effectively, time management & organizational skills.

Knowledge and Skills Preferred

- N/A

Education and Experience Required

- Bachelor's degree in Special Education from an accredited college or university is required.
- ESE Teacher's Certification K-12
- Minimum one (1) year experience.

Education and Experience Preferred

- Previous experience and/or the ability to work with overage and at-risk youth is preferred.

Supervisory responsibilities

- *None*

Work environment

Conditions the worker will be subject to in this position.

- Indoors and Outdoors: The worker is subject to both environmental conditions. Activities occur inside and outside.

Physical demands

Physical conditions of this position:

- *Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently. If the use of arm and/or leg controls requires exertion of forces greater than that for sedentary work and the worker sits most of the time, the job is rated as Light Work.*

Percentage*

Percentage	Physical Demand	Percentage	Physical Demand
80	Alternate Sit/Stand/Walk at Will	80	Keyboarding
5	Climb Ramps/Stairs	5	Kneeling

90	Communicating Verbally	5	Lifting/Carrying
5	Crawling		Pushing/Pulling
5	Crouching	5	Reaching AT/Below Shoulder Level
90	Far Visual Acuity	5	Reaching Overhead
90	Near Visual Acuity	70	Sitting
90	Peripheral Vision	10	Standing
50	Fine Manipulation	10	Walking
5	Foot/Leg Controls	90	Talking
70	Gross Manipulation	90	Hearing
10	Stooping	10	Stooping

*Note: Will total more than 100 percent as several activities may be performed at one time.

Travel required

- *25% percent travel required.*

Affirmative Action/EEO statement

ALS is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, and veteran or disability status.

Other duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Signatures

This job description has been approved by:

Manager_____ Date _____

HR_____ Date _____

Employee signature below indicates the employee understands the requirements, essential functions and duties of the position.

Employee_____ Date _____

ESOL Instructional Assistant
Charter School

Position Title:	ESOL Instructional Assistant	**Position Length:**	
Location:		**Posting Date:**	
Reports To:	Principal	**Application Deadline:**	
Work Schedule:		**FLSA Status:**	Non - Exempt
Apply To:		**Location Position:**	

Job Purpose:

The ESOL Instructional Assistant is responsible for supporting teachers, students, staff and administration and ensuring that all students are supported in meeting the academic learning gains. The Instructional Assistant's primary responsibility is to provide direct instructional assistance to students of limited English proficiency while maintaining all company policies and procedures with regard to English for Speakers of Other Languages.

Primary Responsibilities:

Duties of this position include but are not limited to:

1. Enrolls students in the regular school program or in the ESOL Program based on which Home Language Survey questions are answered "Yes".
2. Assures that Language Proficiency Tests are administered and that the scores are documented at the times specified in the program procedures.
3. Notifies the student's teacher(s) of the student's ESOL status, provides information regarding the results of the Language Proficiency Tests and provides any other information regarding the student's educational background that may be helpful to the teacher(s).
4. Assures that parents of students are notified and invited to participate at the times specified in the program procedures.
5. Assures that students are enrolled with eligible teachers and parents are informed of this placement.
6. Collects required data for each student's plan and provides for data entry into the computer.
7. Accesses prior school records to assist in developing the English Language Learner Plan.
8. Assures that an ELL Plan is developed for each student who has been determined to be an English Language Learner.
9. Reviews each student's progress and identifies students who may be ready to exit the ESOL Program.
10. Assesses and properly documents student's limited English Proficiency if not exited within three (3) years so that the student is eligible for funding for a fourth, fifth, and/or sixth year.
11. Reviews the progress of the former English Language Learner students and refers those who are consistently under-performing to the ELL Committee.
12. Assists with communication between school and parents of ELL students.
13. Observes confidentiality of students and student records at all times.
14. Maintains documentation, records, files and reports of ELLs in compliance according to district/state guidelines.
15. Provides home language tutorial assistance in basic subject areas under the teacher's direction and/or Assistant Principal.

16. Works collaboratively with teachers, staff and building administrators to fulfill the school's mission by ensuring orderly day-to-day operation, inside and outside of classrooms.
17. Performs clerical duties, such as making copies, filing and/or displaying student work, answering telephones during instructional sessions.
18. Assists with arrival and dismissal procedures during each session.
19. Assists with the attendance procedures, including collection of student signatures, verification of student attendance data, and making attendance calls.
20. Assist in all initiatives to ensure school meets defined FTE enrollment and attendance goals.
21. Assists in delivery of the orientation process as needed.

*Performs all other duties as deemed necessary by building administrators, which are aligned in accordance with company policies and procedures to ensure that student educational goals and objectives are achieved while communicating company mission, philosophy, policies and procedures effectively to students, parents and larger community.

Job Requirements and Prerequisites:

- Associates degree or industry certification.
- Previous experience working with or the ability to work with over-age and adult learners.
- Ability to communicate effectively both orally and in writing.
- Written and oral proficiency in a language other than English.
- Sensitivity to the special needs of language - minority students.
- Interest in and respect for a variety of cultures.
- Experience in customer service preferred.
- Ability to foster positive behavioral models to young adults.
- Ability to work independently as well as a member of a team.
- In schools with 15 or more students who speak the same language, the paraprofessional must be a speaker of that language.

Reviewed and agreed to by:

_____ _____
Employee Signature Date

_____ _____
Supervisor Signature

Math Intervention Specialist
Charter School

Position Title:	Math Intervention Specialist	**Position Length:**	12 Months
Location:		**Posting Date:**	
Reports To:	Principal	**Application Deadline:**	
Work Schedule:	Full-time, 12 months	**FLSA Status:**	Exempt
Apply To:		**Location Position:**	

Job Purpose:

The Mathematics Intervention Specialist is responsible for coaching, motivating, and instructing high school students within the company model, with attention given to math interventions and instruction that results in high school graduation and career or college readiness for our students. The Mathematics Intervention Specialist works closely with the entire staff to help ensure student progress and increase math outcomes.

Primary Responsibilities:

- Provide a learning environment of high student accountability in math that is student-centered and aligned with the school's academic goals and specified objectives.
  Evaluation Criteria:
  - Participation in monthly math conference calls
  - Calendar and schedule indicate regular delivery of small group intervention instruction
  - Sign in sheets documenting furnishing data-driven professional development to staff members
  - Documentation of attendance in District, State, or National professional development in mathematics
  - Contact By Staff Log indicates communication with students, parents, and school stakeholders per company expectations
  - FLDOE data indicating increases in student state assessment reading scores – 80% of students who take state assessments will show an increase in math scores
  - Review of Progress Monitoring Log and student records indicates student records are current and in compliance with required progress monitoring
  - Observation and review of reports indicate effective monitoring of the fidelity and usage of the math(Ascend Pilot) software program

- Provide direction and leadership within the school and classroom by displaying deep and effective working knowledge of the mathematic process and demonstrating best practices relating to teaching, intervention, and instructional techniques in content area text.
  Evaluation Criteria:
  - Demonstrated ability to diagnose, evaluate, and assess mathematical needs of individual students
  - Demonstrated ability to effectively assist students in using mathematic strategies in their assigned subject area(s)
  - Demonstrated ability to effectively assist students in effective study skills and differentiated note-taking techniques aligned to their assigned subject area
  - Observed use of a variety of instructional techniques and mathematical interventions to effectively support students in the classroom at all levels
  - Progress Monitoring Logs indicate consultations with advisory teacher and other staff members on strategies and activities that can assist student to better understand content area text
  - Demonstrated ability to intervene and conduct data-driven small group intensive interventions

- Demonstrated the ability to provide differentiated instruction and strategies based on student data
- Students can relate Math Teacher's high expectations for student improvement and success
- Documentation of active participation in professional development focused on the art and science of teaching
- Observation of direct and guided instruction in mathematical strategies and study skills as required by the company model
- Adherence to instructional practices within Standard Operating Model
- Adherence to the use of approved company curricula, methods, and materials

- Maintain, disaggregate, and provide progress-monitoring reports, math records, and other student records as required by district or state regulatory guidelines and company policy and procedures.
  Evaluation Criteria:
  - Progress Monitoring Logs indicating adherence to state, district, and company's policies for progress monitoring of students
  - Progress Monitoring Logs indicating timely reporting of students in need of academic support or intervention in accordance with the school's RtI model
  - Student results of District or State assessments disaggregated and communicated to staff
  - Sign in sheets documenting staff development on interpreting assessment results and instructional implications
  - Up to date student records documenting adherence to state, district, and company's policies for record keeping

- Collaborate effectively and professionally with peers to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with company goals.
  Evaluation Criteria:
  - Progress Monitoring Logs indicate effective communication of individual student needs, performance status, skill levels, recommended and implemented interventions, etc.
  - Meeting agendas and sign in sheets documenting participation in Individual Educational Plan (IEP) and English for Speakers of Other Languages (ESOL) meetings
  - Meeting agendas and sign in sheets documenting participation in academic planning meetings
  - Progress Monitoring Logs indicate evidence of providing staff with weekly progress monitoring feedback on usage and fidelity to the math software program
  - Sign in sheets documenting staff professional development mathematical strategies
  - Maintains collegiality and professionalism in the work environment

- Participate in professional development courses or activities to maintain appropriate certification or credentials based on position.
  Evaluation Criteria:
  - Up to date certification
  - Up to date Individual Professional Development Plan aligned with School Improvement Plan
  - Sign in sheets documenting participation in all company provided training and professional development
  - Documentation of participation in all district required meetings, training, and professional development

- Assist in all initiatives to ensure school meets defined FTE enrollment and attendance goals.
  Evaluation Criteria
  - School meets or exceeds FTE enrollment goals

- Performs all other duties as assigned, which are aligned in accordance with company policy and procedures that ensure educational goals are achieved.

Job Requirements and Prerequisites:

- Masters or Bachelor's degree in Mathematics from an accredited college or university, or valid teaching certificate.

- Previous high school teaching experience and/or the ability to work with overage and at-risk youth is preferred.
  - Knowledge of the principles of secondary education
  - Knowledge of curriculum and instructional theory
  - Knowledge, skills and ability to analyze and use data to drive program improvement
  - Ability to communicate effectively both orally and in writing

- Previous experience and/or the ability to work with overage and at-risk youth is preferred.

Reviewed and agreed to by:

_____ _____

Employee Signature Date

_____ _____

Supervisor Signature Date

Math Teacher
Charter School

Position Title:	Math Teacher	**Developed**	8.1.2016
Location:		**Date Revised**	7.8.2021
Reports To:	Principal	**Job Class/Salary Grade:**	Salary
Work Schedule:	Full-Time, 10-month	**FLSA Status:**	Exempt

JOB DESCRIPTION

Job Summary
The Math Teacher is responsible for coaching, motivating, and instructing high school students within the company model and with attention given to each student's Individual Graduation Plan (IGP). All for-credit courses are aligned to state standards and are delivered in such a way to engage student learning and accelerate the accumulation of credits through a mastery-based educational model. In many respects, the teacher acts more like a coach and mentor in this environment and is specifically focused on ensuring the success of his/her students.

Essential functions
Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

- Provide a learning environment of high student accountability in reading that is student-centered and aligned with the school's academic goals and specified objectives.
- Provide direction and leadership within the school and classroom by displaying deep and effective working knowledge of the reading process and demonstrating best practices relating to teaching, intervention, and instructional techniques in content area text.
- Maintain, disaggregate, and provide progress-monitoring reports, reading records, benchmark data, and other student records as required by district or state regulatory guidelines and company policy and procedures.
- Collaborate effectively and professionally with peers to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with company goals.
- Participate in professional development courses or activities to maintain appropriate certification or credentials based on position.
- Assist in all initiatives to ensure school meets defined FTE enrollment and attendance goals.
- Performs all other duties as assigned, which are aligned in accordance with company policy and procedures that ensure educational goals are achieved.

Knowledge and Skills Required

- Knowledge of the principles of secondary education
- Knowledge of curriculum and instructional theory
- Knowledge, skills and ability to analyze and use data to drive program improvement
- Ability to communicate effectively both orally and in writing

Education and Experience Required

- Bachelor's degree or higher from an accredited institution
- Teacher Certification or Statement of Eligibility in Mathematics 6-12
- Minimum one (1) year high school teaching

Education and Experience Preferred

- Previous experience and/or the ability to work with overage and at-risk youth is preferred.

Supervisory responsibilities

- None

Work environment

- Indoors and Outdoors: The worker is subject to both environmental conditions. Activities occur inside and outside.

Physical demands

- Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently. If the use of arm and/or leg controls requires exertion of forces greater than that for sedentary work and the worker sits most of the time, the job is rated as Light Work.

Percentage*

Percentage	Physical Demand	Percentage	Physical Demand
80	Alternate Sit/Stand/Walk at Will	80	Keyboarding
5	Climb Ramps/Stairs	5	Kneeling
90	Communicating Verbally	5	Lifting/Carrying
5	Crawling		Pushing/Pulling
5	Crouching	5	Reaching AT/Below Shoulder Level
90	Far Visual Acuity	5	Reaching Overhead
90	Near Visual Acuity	70	Sitting
90	Peripheral Vision	10	Standing
50	Fine Manipulation	10	Walking
5	Foot/Leg Controls	90	Talking
70	Gross Manipulation	90	Hearing
10	Stooping	10	Stooping

*Note: Will total more than 100 percent as several activities may be performed at one time.

Travel required

- None

Affirmative Action/EEO statement

ALS is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, and veteran or disability status.

Other duties
Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Signatures
This job description has been approved by:

Manager_____ Date _____

HR_____ Date _____

Employee signature below indicates the employee understands the requirements, essential functions and duties of the position.

Employee_____ Date _____

Reading Interventionist
Charter School

Position Title:	Reading Teacher	**Developed**	8.2.2011
Location:		**Date Revised**	7.8.2021
Reports To:	Principal	**Job Class/Salary Grade:**	Salary
Work Schedule:	Full-Time, 10-month	**FLSA Status:**	Exempt

JOB DESCRIPTION

Job Summary
The Reading Interventionist is responsible for coaching, motivating, and instructing high school students within the company model, with a specific focus on reading interventions and instruction that directly impact student reading scores resulting in high school graduation and career or college readiness for our students. The Reading Interventionist works closely with the entire staff to help ensure student progress and increase reading outcomes.

Essential functions
Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

- Provide a learning environment of high student accountability in reading that is student-centered and aligned with the school's academic goals and specified objectives.
- Provide direction and leadership within the school and classroom by displaying deep and effective working knowledge of the reading process and demonstrating best practices relating to teaching, intervention, and instructional techniques in content area text.
- Maintain, disaggregate, and provide progress-monitoring reports, reading records, benchmark data, and other student records as required by district or state regulatory guidelines and company policy and procedures.
- Collaborate effectively and professionally with peers to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with company goals.
- Participate in professional development courses or activities to maintain appropriate certification or credentials based on position.
- Assist in all initiatives to ensure school meets defined FTE enrollment and attendance goals.
- Performs all other duties as assigned, which are aligned in accordance with company policy and procedures that ensure educational goals are achieved.

Knowledge and Skills Required

- Knowledge of the principles of secondary education
- Knowledge of curriculum and instructional theory
- Knowledge, skills and ability to analyze and use data to drive program improvement
- Ability to communicate effectively both orally and in writing

Education and Experience Required

- Bachelor's or Master's degree from an accredited institution in Education, Reading, English, ESOL
- Certification Requirements (one of the following)
    - Reading 6-12 w/ESOL Endorsement
    - English 6-12 w/ESOL Endorsement and Reading Endorsement
    - ESOL K-12 w/Reading Endorsement
- Minimum one (1) year high school teaching

Education and Experience Preferred

- Previous experience and/or the ability to work with overage and at-risk youth is preferred.

Supervisory responsibilities

- None

Work environment

- Indoors and Outdoors: The worker is subject to both environmental conditions. Activities occur inside and outside.

Physical demands

- Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently. If the use of arm and/or leg controls requires exertion of forces greater than that for sedentary work and the worker sits most of the time, the job is rated as Light Work.

Percentage*

Percentage	Physical Demand	Percentage	Physical Demand
80	Alternate Sit/Stand/Walk at Will	80	Keyboarding
5	Climb Ramps/Stairs	5	Kneeling
90	Communicating Verbally	5	Lifting/Carrying
5	Crawling		Pushing/Pulling
5	Crouching	5	Reaching AT/Below Shoulder Level
90	Far Visual Acuity	5	Reaching Overhead
90	Near Visual Acuity	70	Sitting
90	Peripheral Vision	10	Standing
50	Fine Manipulation	10	Walking
5	Foot/Leg Controls	90	Talking
70	Gross Manipulation	90	Hearing
10	Stooping	10	Stooping

*Note: Will total more than 100 percent as several activities may be performed at one time.

Travel required

- None

Affirmative Action/EEO statement
ALS is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, and veteran or disability status.

Other duties
Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Signatures
This job description has been approved by:

Manager_____ Date _____

HR_____ Date _____

Employee signature below indicates the employee understands the requirements, essential functions and duties of the position.

Employee_____ Date _____

Social Science Teacher
Charter School

Position Title:	Science Teacher	**Developed**	8.2.2011
Location:		**Date Revised**	7.8.2021
Reports To:	Principal	**Job Class/Salary Grade:**	Salary
Work Schedule:	Full-Time (10-month)	**FLSA Status:**	Exempt

JOB DESCRIPTION

Job Summary

The Science Teacher is responsible for coaching, motivating, and instructing high school students within the company model and with attention given to each student's Individual Graduation Plan (IGP). All for-credit courses are aligned to state standards and are delivered in such a way to engage student learning and accelerate the accumulation of credits through a mastery-based educational model. In many respects, the teacher acts more like a coach and mentor in this environment and is specifically focused on ensuring the success of his/her students.

Essential functions

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

- Provide a learning environment of high student accountability in science that is student-centered and aligned with the school's academic goals and specified objectives.
- Provide direction and leadership within the school and classroom by displaying deep and effective working knowledge scientific processes and demonstrating best practices relating to teaching, intervention, and instructional techniques in content area text.
- Maintain, disaggregate, and provide progress-monitoring reports, reading records, benchmark data, and other student records as required by district or state regulatory guidelines and company policy and procedures.
- Collaborate effectively and professionally with peers to develop, plan, and implement best educational practices based upon the individual academic needs of the students that are aligned with company goals.
- Participate in professional development courses or activities to maintain appropriate certification or credentials based on position.
- Assist in all initiatives to ensure school meets defined FTE enrollment and attendance goals.
- Performs all other duties as assigned, which are aligned in accordance with company policy and procedures that ensure educational goals are achieved.

Knowledge and Skills Required

- Knowledge of the principles of secondary education
- Knowledge of curriculum and instructional theory
- Knowledge, skills and ability to analyze and use data to drive program improvement
- Ability to communicate effectively both orally and in writing

Education and Experience Required

- Bachelor's degree or higher from an accredited institution with a major in Biology, Chemistry, physics, Earth Science, or other related field.
- Teacher Certification or Statement of Eligibility in General Science 5-9 or Biology and Chemistry
- Minimum one (1) year high school teaching

Education and Experience Preferred

- Previous experience and/or the ability to work with overage and at-risk youth is preferred.

Supervisory responsibilities

- None

Work environment

- Indoors and Outdoors: The worker is subject to both environmental conditions. Activities occur inside and outside.

Physical demands

- Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently. If the use of arm and/or leg controls requires exertion of forces greater than that for sedentary work and the worker sits most of the time, the job is rated as Light Work.

Percentage*

Percentage	Physical Demand	Percentage	Physical Demand
80	Alternate Sit/Stand/Walk at Will	80	Keyboarding
5	Climb Ramps/Stairs	5	Kneeling
90	Communicating Verbally	5	Lifting/Carrying
5	Crawling		Pushing/Pulling
5	Crouching	5	Reaching AT/Below Shoulder Level
90	Far Visual Acuity	5	Reaching Overhead
90	Near Visual Acuity	70	Sitting
90	Peripheral Vision	10	Standing
50	Fine Manipulation	10	Walking
5	Foot/Leg Controls	90	Talking
70	Gross Manipulation	90	Hearing
10	Stooping	10	Stooping

*Note: Will total more than 100 percent as several activities may be performed at one time.

Travel required

- None

Affirmative Action/EEO statement

ALS is an equal opportunity employer. All applicants will be considered for employment without attention to race, color, religion, sex, sexual orientation, gender identity, national origin, and veteran or disability status.

Other duties
Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities, and activities may change at any time with or without notice.

Signatures
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Manager_____ Date _____

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Employee signature below indicates the employee understands the requirements, essential functions and duties of the position.

Employee_____ Date _____

Social Science Teacher
Charter School

Position Title:	Social Science Teacher	**Developed**	8.2.2011
Location:	FL	**Date Revised**	7.8.2021
Reports To:	Principal	**Job Class/Salary Grade:**	Salary
Work Schedule:	Full-Time, 10-month	**FLSA Status:**	Exempt

JOB DESCRIPTION

Job Summary

The Social Science Teacher is responsible for coaching, motivating, and instructing high school students within the company model and with attention given to each student's Individual Graduation Plan (IGP). All for-credit courses are aligned to state standards and are delivered in such a way to engage student learning and accelerate the accumulation of credits through a mastery-based educational model. In many respects, the teacher acts more like a coach and mentor in this environment and is specifically focused on ensuring the success of his/her students.

Essential functions

Reasonable accommodations may be made to enable individuals with disabilities to perform these essential functions.

- Provide a learning environment of high student accountability in reading that is student-centered and aligned with the school's academic goals and specified objectives.
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Knowledge and Skills Required

- Knowledge of the principles of secondary education
- Knowledge of curriculum and instructional theory
- Knowledge, skills and ability to analyze and use data to drive program improvement
- Ability to communicate effectively both orally and in writing

Education and Experience Required

- Bachelor's degree or higher from an accredited institution with a major in social science, social studies, history, political science, geography, philosophy, sociology, economics or psychology
- Teacher Certification or Statement of Eligibility in Social Science 6-12
- Minimum one (1) year high school teaching

Education and Experience Preferred

- Previous experience and/or the ability to work with overage and at-risk youth is preferred.

Supervisory responsibilities

- None

Work environment

- Indoors and Outdoors: The worker is subject to both environmental conditions. Activities occur inside and outside.

Physical demands

- Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force frequently. If the use of arm and/or leg controls requires exertion of forces greater than that for sedentary work and the worker sits most of the time, the job is rated as Light Work.

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5	Crouching	5	Reaching AT/Below Shoulder Level
90	Far Visual Acuity	5	Reaching Overhead
90	Near Visual Acuity	70	Sitting
90	Peripheral Vision	10	Standing
50	Fine Manipulation	10	Walking
5	Foot/Leg Controls	90	Talking
70	Gross Manipulation	90	Hearing
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*Note: Will total more than 100 percent as several activities may be performed at one time.

Travel required

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Affirmative Action/EEO statement

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Employee_____ Date _____



Employee Handbook

Florida

Contents

INTRODUCTION 4
EMPLOYMENT AT-WILL POLICY 4
EQUAL EMPLOYMENT OPPORTUNITY 5
AMERICANS WITH DISABILITIES ACT (ADA) 5
POLICY PROHIBITING DISCRIMINATION AND HARASSMENT IN THE WORKPLACE 6

PERSONNEL ADMINISTRATION 8
EMPLOYEE ASSESSMENT 8
TRAINING 8
BACKGROUND POLICY & DUTY OF EMPLOYEES TO REPORT CRIMINAL CHARGES, ARRESTS, INCARCERATIONS AND CONVICTIONS 8
EMPLOYMENT OF RELATIVES 9
EMPLOYEE REFERENCES 9

EMPLOYEE WORK STANDARDS 10
ATTENDANCE 10
CHILDREN IN THE WORKPLACE 11
EMPLOYEE CLASSIFICATION CATEGORIES 11
PAYROLL / PAY PERIODS 12
EMPLOYEE ASSIGNMENT 13
OUTSIDE EMPLOYMENT 13
REPORTING ABSENCES 14
CONFIDENTIALITY OF INFORMATION 15
USE OF COMPANY LOGO 15
REMOVAL OF COMPANY PROPERTY 15

BENEFITS 16
HOLIDAYS 16
SUMMER VACATION 16
SICK / BEREAVEMENT / PERSONAL 17
FAMILY MEDICAL LEAVE OF ABSENCE POLICY 18
JURY DUTY AND SUBPOENAS 26
MILITARY LEAVE 27
EMPLOYEE ASSISTANCE PROGRAM 29
TUITION REIMBURSEMENT 29
PROMOTIONAL AND TRANSFER OPPORTUNITIES 30

SAFETY 31
WORKERS' COMPENSATION 31
WORKPLACE SAFETY 31
ACCIDENTS 31
POSSESSION OF FIREARMS AND WEAPONS 32
WORKPLACE VIOLENCE 32
SMOKING POLICY 32
SUBSTANCE ABUSE POLICY 32
RIGHT TO SEARCH 33
PROCEDURES PERTAINING TO VIOLATIONS OF LAW 33
DRESS CODE 33
PANDEMIC POLICY 34

STAFF-STUDENT NON-FRATERNIZATION 35
PERSONAL RELATIONSHIP POLICY 37
ACCEPTANCE OF GIFTS CONFLICT OF INTEREST 37

MEDIA POLICY 38
MEDIA AND PRESS RELATIONS 38
POLICY 38
PROCEDURES 38
ACCESS TO SCHOOLS AND FACILITIES 39
ACCESS DURING CRISIS/EMERGENCY SITUATIONS 39
INTERVIEW AND PHOTOGRAPHY (FILM AND VIDEOTAPE) 39
COMMON SENSE IS IMPORTANT 40

USE OF COMPANY COMMUNICATION SYSTEMS - COMPUTERS, COMPUTER FACILITIES AND COMPUTER RESOURCES 42
FERPA GUIDELINES 43
ELECTRONIC IMAGE POLICY 43
SOCIAL MEDIA POLICY 44
DISTRIBUTION AND REGULAR RETRIEVAL OF THE COMPANY COMMUNICATIONS 46

EMPLOYEE CODE OF CONDUCT 48

REPORTING CHILD ABUSE 50

ACKNOWLEDGEMENT 53

Introduction

Accelerated Learning Solutions (ALS) and the schools we manage are on a mission to help students at-risk of not graduating earn a standard high school diploma and prepare for success beyond high school. Core to this mission are our shared beliefs that all students can learn, and that every student will succeed when provided with a supportive, flexible, and highly personalized school environment. We strive to create and support schools that offer an achievable alternate pathway to a high school diploma. We offer school districts and charter school boards a number of services, including a teacher-directed, self-paced and technology-enhanced dropout prevention and recovery program that helps students stay in school and re-enrolls students who have dropped out and want to return to school. Our programs integrate innovative instructional methods, social services and career readiness planning with the leadership and support from caring, competent adults. The result - each student has the opportunity to earn a high school diploma and realize postsecondary success.

At ALS, we also work to foster and sustain a culture of innovation and caring that not only leads to mission-critical success but supports the personal growth of every member of our team.

This handbook is designed to provide you with quick access to general information and guidelines that help us all work together successfully. This handbook doesn't include details on every policy, and it cannot possibly anticipate every situation or answer every question you may have about ALS. It is not meant to be comprehensive or exhaustive concerning ALS policies and procedures. It also doesn't address all the possible applications of, or exceptions to, the general information and guidelines presented. If you have any questions about how a particular ALS policy, procedure, or practice applies to you, or to check your availability for a particular benefit, you are welcomed and encouraged to contact the Human Resources team.

If you have any questions about the interpretation or application of any information presented, we invite you to contact Human Resources at is 844-277-1628 or hr@als-education.com.

Thank you again for being a part of the ALS team. We look forward to doing great work together!

EMPLOYMENT AT-WILL POLICY

Your employment at ALS is at the will of ALS and subject to termination at any time, with or without cause or notice. At the same time, you may terminate your employment with us at any time and for any reason.

No statements made in pre-hire interviews or discussions, information contained in recruiting materials, or discussions, policies, or practices during your employment may alter the at-will nature of employment or imply that discharge will occur only for cause.

ALS representatives are not authorized to modify this policy for any employee or enter into any agreement, oral or written, that changes the at-will relationship. No member of management should make any representation to individual employees or applicants to the contrary.

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to a policy of equal employment opportunity for all individuals and provides equal employment opportunity without regard to race, color, sex or gender, gender identity, gender expression, sexual orientation, religion, national origin, marital status, age, disability, veteran or active military status, pregnancy, genetic information or any other classification protected by federal, state, or local law. Equal employment opportunity applies to all personnel practices, including (but not limited to) recruitment, hiring, training, placement, promotion, discharge, leaves of absence, compensation, discipline, evaluation, benefits, transfers, or any other terms, conditions or privileges of employment. Personnel actions will be administered in accordance with the principles of equal employment opportunity.

In addition to providing equal employment opportunity, the Company strives to maintain a work environment free from discrimination and harassment based on race, color, sex or gender, gender identity, gender expression, sexual orientation, religion, national origin, marital status, age, disability, veteran or active military status, pregnancy, genetic information or any other legally protected status.

Any discrimination in the workplace based upon membership in any protected classification is illegal and violates our policy. If you feel you have been the subject of discrimination, or if you are aware of any violation of this policy, you should report it to your manager, Human Resources, or higher-level management as you feel necessary. Any infraction of this policy is a serious violation and will result in disciplinary action, up to and including discharge. Please direct questions regarding this policy and requests for accommodation to Human Resources.

For further information about the Company's discrimination and harassment policies, please refer to the Policy Prohibiting Discrimination and Harassment in the Workplace.

AMERICANS WITH DISABILITIES ACT (ADA)

The Company is committed to compliance with the ADA. Therefore, in the case of an applicant or employee who has a disability (as defined by the ADA), which prevents him/her from performing one or more of the essential functions of his/her job, the Company will attempt, through a flexible, interactive process with the applicant or employee, to identify a "reasonable accommodation" that will enable the applicant or employee to perform such functions.

If any manager or employee has a question about his/her responsibilities under the ADA, reasonable accommodations, the application of this policy, or the ADA, they should contact Human Resources for guidance.

Please note that this policy on the Americans with Disabilities Act is coordinated with the Family and Medical Leave Act (FMLA), and where appropriate, the provisions of the Company's FMLA policy may also apply.

POLICY PROHIBITING DISCRIMINATION AND HARASSMENT IN THE WORKPLACE

It is the Company's policy to maintain a work environment free of unlawful discrimination and harassment. The Company does not and will not permit employees to engage in harassment of any kind, including sexual harassment or harassment based on any other category protected by federal, state or local law. These protected categories include, but are not limited to, race, color, sex, gender, gender identity, gender expression, sexual orientation, religion, national origin, marital status, age, disability, veteran or active military status, pregnancy, and genetic information. Harassment by any employee, supervisor, manager, independent contractor, or other person doing business with the Company or on Company premises is strictly prohibited

Harassment is verbal or physical conduct that denigrates or shows hostility toward an individual because of his/her race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, national origin, age, disability, or other status protected by federal, state or local law, and that creates an intimidating, hostile, or offensive working environment based on these factors. Harassment may include, but is not limited to, epithets, slurs, jokes, or other verbal or physical conduct relating to an individual's race, color, religion, sex, national origin, age, disability, or other protected status. Sexual harassment can consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual or gender-related nature that creates an offensive or hostile work atmosphere.

The Company prohibits conduct—whether it's physical, spoken or in writing—that is offensive and/or harassing in nature. Prohibited conduct includes:

- *Unwanted advances*, brushing up against, hugging, kissing, or any other similar physical contact considered unwelcome or intimidating by another individual.

- *Demands for favors*, sexual or otherwise. This includes unwelcome propositions, subtle expectations, pressures, or requests for any type of favor. This includes sexual favors or dates or financial/material requests, even if the request is not accompanied by an implied or stated promise of preferential treatment at work or of any negative impact on employment status.

- *Verbal abuse, jokes, kidding or conversation* containing slurs, unwelcome sexual comments, negative stereotypes or other offensive comments. This includes telling jokes, whistling, or making offensive comments about age, gender, ethnicity, religious beliefs, pregnancy, sexual orientation, national origin, disability, military service, or marital status that are unwanted and considered offensive. This also includes making unprofessional comments about a team member's body or appearance or making offensive comments about sex or any other prohibited form of harassment.

- *Offensive conduct or visual displays*, such as leering, gestures, pranks, displaying of objects, pictures, cartoons, letters, notes or posters that are obscene or sexually suggestive or that call out other protected characteristics.

In addition to the above, there are other types of enabling behavior that can be equally damaging. Such conduct includes ignoring harassment or treating it as a joke; failing to report harassment; lying or refusing to cooperate with a harassment investigation; and/or retaliating against a team member for reporting or complaining of harassment.

Employees who violate this policy will face disciplinary action that may include dismissal.

All Company employees are responsible for maintaining a workplace free of all prohibited harassment and/or discrimination. Any person may file a harassment and/or discrimination complaint regarding incidents experienced personally or observed in the workplace, without fear of retaliation. Never assume that the Company is aware of inappropriate conduct which you have witnessed or experienced.

Employees who experience any job-related discrimination or harassment, witness job-related discrimination or harassment, or believe their employment is being adversely affected by such conduct (whether directed to a co-worker or not) must immediately report the incident to the supervisor, Principal or Human Resources. In the event the complaint is against the supervisor or Principal, the employee must contact Human Resources immediately. In the event the complaint is against the Human Resources Department, the employee must report the incident to President immediately. Any employee who, either by report from an employee or by other means becomes aware of conduct that may constitute harassment must report such conduct to Human Resources.

A prompt and thorough investigation will occur and, if it is determined that unlawful harassment has occurred or that an individual has engaged in inappropriate conduct, the Company will take appropriate disciplinary action.

The Company prohibits retaliation against any employee for filing a complaint or for assisting in a complaint investigation. All incidents of retaliation must be reported to the supervisor, Principal, Human Resources or President as noted above.

Personnel Administration

EMPLOYEE ASSESSMENT

The Company is a performance-based Company. Employees' performance will be evaluated regularly and employees will be provided with a job description, Executive Information System Success Metrics, personnel administration policies, work standards and a code of conduct, and applicable training on these tools.

TRAINING

The Company conducts orientation and training for new employees within the first 2 weeks of employment. The training coordinator will provide a schedule of training. Attendance is mandatory.

BACKGROUND POLICY & DUTY OF EMPLOYEES TO REPORT CRIMINAL CHARGES, ARRESTS, INCARCERATIONS AND CONVICTIONS

The Company conducts background investigations annually on all employees. Conduct of an employee resulting in criminal charges, arrests, incarcerations and/or convictions may be a violation of the Employee Code of Conduct and may result in disciplinary action including, but not limited to, unpaid suspension and/or termination.

If you are charged, arrested, incarcerated, or convicted of any criminal offense (misdemeanor or felony) while you are an employee of the Company, this must be reported to the School Principal if you are a school employee, or your immediate supervisor if you are employed at a location other than a school. This report must be submitted in writing, on the next school day / business day, or within 48 hours if the criminal charges, arrest, incarceration or conviction occurs on a weekend or holiday. Failure to report a criminal charge, arrest, incarceration, or conviction per this policy is a violation of this policy, as well as the Employee Code of Conduct, and may result in disciplinary action including, but not limited to, unpaid suspension and/or termination. -

EMPLOYMENT OF RELATIVES

The Company permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the Company, create actual or perceived conflicts of interest. For purposes of this policy, "relative" is a spouse, common law spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or "step" relation. The following guidelines may be followed by the Company; however, the Company reserves the right to modify these guidelines depending on particular circumstances and its business needs:

- Individuals who are related by blood or marriage are permitted to work in the same Company facility, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the "chain of command" of a relative such that one relative's work responsibilities, salary, or career progress could be influenced by the other relative.

- No relatives are permitted to work in the same department or in any other positions in which the Company believes an inherent conflict of interest may exist.

- Employees who marry while employed are treated in accordance with these guidelines. That is, if, in the opinion of the Company, a conflict or an apparent conflict arises as a result of the marriage, one of the employees will be transferred at the earliest practicable time.

The Company reserves the right to take all necessary steps to avoid conflicts of interest or the appearance of conflicts based on familial relationships. The Company may, in its sole discretion, take any necessary action in regard to assignments and jobs including, but not limited to, reassignment or transfer of one or both employees or any other reasonable and appropriate action deemed necessary to protect the legitimate business interests of the Company. When continued employment of both individuals is no longer practical or alternative employment cannot be arranged, one or both of the employees will be required to resign.

This policy applies to all categories of employment at the Company, including regular, temporary, and part-time classifications.

EMPLOYEE REFERENCES

With respect to requests for references from prospective employers of former employees, it is the Company's policy to confirm only position held, date of hire, and salary.

All requests for references should be referred to The Work Number at 800-367-5690 or www.theworknumber.com. Our Employer Code is 35486.

Employee Work Standards

ATTENDANCE

The Company expects prompt and regular in-person attendance at the employee's designated work site from all employees. The Company does not allow school-based employees to work remotely. Employees must be at their appointed work areas fully prepared to begin work at their scheduled start time. Unexcused or excessive absences and tardiness will not be tolerated.

The Company recognizes that, on occasion, employees may be unable to report to work. Employees must contact their immediate supervisor regarding any expected or unexpected absences from any scheduled working hours. If the immediate supervisor is unavailable, employees must contact the Assistant Principal.

Employees are expected to call or email their immediate supervisor or other designated contact prior to start of the workday to report an absence. Employees are expected to call or email their immediate supervisor no later than 1 hour before expected time of arrival if they are not intending to report to work or are going to be tardy. If an employee anticipates an absence of several days, he or she may notify his or her immediate supervisor with one phone call or email; however, an employee must provide an anticipated date of return. If the anticipated date of return changes, the employee will be required to notify his or her immediate supervisor with updated information and a revised date of return via phone or email.

Absences for illness of three or more days must be accompanied by a doctor's notice.

Vacation schedules must be approved by the immediate supervisor and vacation days cannot be used by school-based staff during the instructional school year without extenuating circumstances and approval by immediate supervisor, Regional Director, and Human Resources.

If an employee or someone on the employee's behalf does not call in to report an absence or fails to report to work within a 48-hour period, the Company will consider this to be job abandonment and for a basis of termination, unless good cause can be shown for the failure to report or to call in.

Although certain paid leave is earned by Company employees, it should not be abused. Employees exhibiting a pattern of absences that coincide with weekends, holidays and paydays will be required to provide medical verification of illness. Certain excused absences (FMLA, jury duty, etc. as provided by law) will not be considered against an employee in evaluating attendance.

CHILDREN IN THE WORKPLACE

Although the Company understands that employees from time to time experience last minute daycare issues, sick children and other unforeseen events involving your children or a child in your care, the Company does not allow children or a child in your care in the workplace. As a matter of safety to your child or child in your care, our students, employees and parents, employees needing to care for sick children or with daycare issues must utilize sick time or other forms of leave available.

EMPLOYEE CLASSIFICATION CATEGORIES

Employees are divided into several groups for the purposes of pay and benefits. ALS's policies apply to all employees.

Regular Full-Time: An employee (not in temporary status) whose regular work schedule is 30 hours per week or more is classified as a full-time employee and is eligible for all benefits once all prerequisites and qualifications for benefit eligibility are met by the employee. All benefits are governed by the terms of the specific benefit plans, which may be modified from time to time.

Part-Time: An employee (not in temporary status) whose regular work schedule is designated to be less than 30 hours per week is classified as a part-time employee. Part-time employees generally are not eligible for ALS benefits, unless otherwise required by law.

Temporary: An employee who is employed to work on special projects for short periods of time, or on a "fill-in" basis. These positions are not intended to be a part of ALS's continuing operations. The employment status of the temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for ALS benefits.

Non-Exempt/Hourly: Employees who receive pay on an hourly basis for all hours worked in each workweek. Non-exempt employees are eligible for overtime pay for all hours worked over 40 in any given workweek as described under the FLSA.

Exempt: All executives and managers and other exempt employees as defined under the FLSA. Salaried exempt employees are not eligible for overtime pay and are paid a predetermined weekly amount (payable weekly, bi-weekly, monthly or as otherwise allowed by law).

ALS employees work at a number of different locations and serve a variety of different needs. Annual calendars as well as holidays and paid time off (vacation/sick/bereavement/personal) are determined based on the following classifications:

10-Month Employees: 10-Month Employees consist of instructional (day-to-day instruction of students) and non-instructional employees who physically work at one or more school locations. 10-Month Employees work on a 10-month academic calendar but are paid on a 12-month schedule.

12-Month Employees: 12-Month Employees consist of administrative, instructional, and non-instructional employees who physically work at one or more school locations for a full 12-month year and not just the academic calendar.

PAYROLL / PAY PERIODS

If you're…	You'll be paid your…
Non-exempt	Hourly rate of pay for hours worked (40 and below), plus a time-and-one-half rate for hours worked over 40 in a workweek.
Exempt	Base salary for all hours worked, regardless of the number of hours you work in a workweek.

Overtime

Non-exempt (hourly) employees are eligible for overtime. Overtime is defined as time worked in excess of 40 hours in a work week.

Overtime is paid at a rate of 1 ½ times your regular hourly wage for hours worked over 40 hours. Paid Time Off ("Vacation, Sick, Personal") and other non-worked time, such as Holiday, Bereavement, etc., is not included in the calculation of 40 hours of work for the purposes of overtime.

Non-exempt employees must obtain written authorization from their supervisors in advance of working overtime hours. Unauthorized additional work time in a day or overtime during a work week is not permitted.

Timekeeping

If you are a *non-exempt (hourly)* employee, its important (and your responsibility) to make sure *all* of your work time gets recorded accurately. To record your time accurately, you must:

- clock in and out at the beginning and end of the workday and at the beginning and end of your meal break or other breaks lasting more than 20 minutes.
- **not** perform work before clocking in, after clocking out or while you are clocked out for an unpaid meal break. If you perform any work before clocking in or after clocking out, notify your supervisor as soon as possible so the appropriate time can be recorded in your timesheet.
- **not** work "off the clock" (i.e., working but not reporting hours), which supervisors must not ask you to do.
- accurately record any overtime, paid time off, etc., on your timesheet.
- **not** clock in or out for another employee.
- review your timesheet for accuracy each pay period and then submit it for your supervisor's approval. When you submit your timesheet, you are verifying that the hours are correct. If your timesheet is inaccurate, you are responsible for notifying your

supervisor so corrections can be made.

Employees are responsible for accurately recording all hours worked. Working “off the clock” (i.e., working but not reporting hours) is strictly prohibited and is subject to discipline up to and including termination.

If you are an ***exempt*** employee, you are responsible for reporting paid time off or other non-work time to your supervisor. If your time is inaccurate, notify your supervisor so any corrections can be made.

If you notice an error after your timesheet has been submitted, you must notify your supervisor immediately. If you have any questions or believe you have not been paid for all hours worked, notify Human Resources.

Pay Periods
All employees are paid on a bi-weekly pay schedule. If a regularly scheduled payday falls on a bank holiday, employees will be paid the day before. 10-month employees and 12-month employees will be paid over a 12-month schedule (26 pay periods).

10-Month, non-instructional employees will be compensated through the last working day of the school year.

Additional Pay
You will receive your regular paychecks based on your annual salary in the pay periods mentioned above. Any additional pay above and beyond your annual salary will be processed at the next payroll cycle, once received by the payroll department. Paperwork received by the payroll department after a pay cycle processing date will be paid with the next payroll cycle. Manual drafts will not be processed for these types of pay.

Paycheck Discrepancies / Retro Pay
If you feel your paycheck is inaccurate you must inform Human Resources immediately. If an error is found in your pay, you will be eligible for pay retroactive to the date of the occurrence.

EMPLOYEE ASSIGNMENT

Employees agree to perform the duties and responsibilities required of their position, including all duties identified in their job description or otherwise reasonably directed by their supervisor. Employees are evaluated on their ability to perform their assigned duties. The Company reserves the right to initiate involuntary employee transfers based on staffing needs as determined by the Company.

OUTSIDE EMPLOYMENT

Employees are expected to devote their full time and attention to their responsibilities as outlined in the offer letter and contract executed between them and the Company.
An employee may, however, hold other paid employment outside of the school work day

providing such employee has submitted a written request to the Vice President of Operations advising them of the outside employment being contemplated and providing the CEO with the necessary information to enable the VP of Ops to evaluate the propriety of the other employment opportunity.

New employees must disclose in writing any other employment they currently have prior to being hired.

Employees granted permission will still be held accountable for meeting all requirements contained in their employment contracts, offer letters and job descriptions.

Notwithstanding the above, employees may not:

1. Accept other paid employment if the responsibilities of that second job are incompatible with their Company job requirements or conflict with the School Calendar and schedule.

2. Accept a second paid job with the school district in which they work.

3. Tutor for compensation pupils assigned to the School in which they work. Employees may tutor pupils enrolled in other schools unless such conflicts with or impairs the ability of the employees to discharge their duties properly.

Failure to disclose outside employment or any other conduct in violation of this policy will be grounds for discipline, up to and including termination of employment.

REPORTING ABSENCES

Employees are expected to call their immediate supervisor or other designated contact prior to the start of the workday to report an absence. Employees absent more than one day must report the absence each day except in cases where the employee has provided documentation and received approval covering a specific period of time. Employees who will be absent more than one day and anticipates the absence must notify his or her supervisor and must provide an anticipated date of return. If the anticipated date of return changes, the employee will be required to notify the immediate supervisor with updated information and a revised date of return.

Upon the request of management and whenever an employee is absent for three (3) consecutive shifts because of illness or injury, or when otherwise requested, the employee must provide the Company with documentation signed by the physician treating the employee that states (1) that the employee was unable to perform his/her regularly scheduled duties during the absence, (2) when the employee will be able to return to work, and (3) the nature and duration of any activity restrictions that are ordered. Such documentation must be provided to the Company upon the employee's return to work or as soon as an employee becomes aware that they will absent for more than three (3) shifts. If the employee is unable to provide the Company with such documentation, the employee may be subject to disciplinary action up to and including termination of employment.

Employees who are absent from work for two consecutive scheduled workdays without

giving proper notice, or making a good faith attempt to contact their direct supervisor, will be considered as having voluntarily resigned.

CONFIDENTIALITY OF INFORMATION

It is the policy of the Company to ensure that the operations, activities, and business affairs of the Company and its students are kept confidential to the greatest possible extent. If, during their employment, employees acquire confidential or proprietary information about the Company, its students and its clients, such information is to be handled in strict confidence and is not to be discussed with outsiders. Employees are also responsible for the internal security of such information.

For purposes of this policy, “Confidential and Proprietary Information” means any and all data and information relating to the Company’s business, whether written or otherwise, of which the employee becomes aware as a consequence of, during, or through the employee’s association with the Company, including, without limitation: research, strategic plans, operating plans and methodologies, specialized teaching methods, Executive Information System (EIS) database, operations manual, academic records, student records and transcripts, marketing strategies, financial information, results of tests or other trade secrets, as well as any or all information which is disclosed to the employee or in any way acquired by the employee relating to the Company or its employees, clients, customers, students, prospective customers or clients, or vendors.

Employees will be asked to sign a Confidentiality Agreement at the time of hire and periodically throughout their term of employment to acknowledge their awareness of, and reaffirm their commitment to, this policy.

USE OF COMPANY LOGO

Employees may not reproduce the corporate logo in any form or fashion without prior permission from the School Support Center, who handles the ordering of business cards, stationery and marketing materials. Employees who need these supplies should contact the Human Resources Department.

REMOVAL OF COMPANY PROPERTY

Employees may not remove from the facility any Company property including, but not limited to computer, computer software, audio or visual equipment, databases, financial records, academic records, procedures manuals, etc., without prior approval from the Principal.

BENEFITS

The Company provides a variety of benefits including insurance plans, a 401(k) plan, and paid time off. Eligibility for these plans will depend on employment status, hours worked and specific plan requirements. The plan provisions, including eligibility requirements, are contained in the plan documents available from the Human Resources department. In the event that any differences exist between the language in this overview and the language in the plan documents, then the plan documents shall control.

Employees are provided details concerning insurance and the 401(k) plan during orientation and upon request throughout the year.

Employees enrolling in plans that require an employee contribution toward the premium cost will be subject to payroll deductions. The Company may add, change or terminate any benefit at any time without prior notice.

HOLIDAYS

All regular full-time salaried and full-time hourly school employees will observe the posted holiday schedule and should consult the annual school calendar for a list of the holidays. Part-time and temporary workers are not paid for holidays. If you wish to obtain a copy of the calendar, please contact your Principal. The Company reserves the right to amend, add, or eliminate the holiday schedule at any time based on its business needs.

SUMMER VACATION

10-month employees will receive paid summer vacation in addition to all public school holidays and non-workdays specific to the annual school calendar for their location. 10-month employees will be expected to return to school on the first day of all staff professional development days as designated by the Company.

12-month employees will receive five (5) days of summer vacation in addition to all public school holidays and non-workdays specific to the annual school calendar for their location. Vacations are to be scheduled during summer break between the closing of one school year and the opening of the next school year when students are not scheduled to be in school. This needs to be approved by their Principal, Regional Director, or designee. 12-month employees will have an additional four (4) days of summer vacation that will be taken the week of July 4. 12-month employees will be expected to return to school on the first day of all staff professional development days as designated by the Company. Vacation days do not carry over to subsequent school years. Employees will not be paid for any unused vacation time upon separation of employment.

Note: For 12-month employees, if you are hired after the start of the school year,

you will receive a prorated number of summer vacation days based on the month you are hired. However, you will receive all four summer vacation days the week of July 4th as paid vacation.

Month Hired	Vacation Days
August	5
September	5
October	4
November	4
December	3
January	3
February	3
March	2
April	2
May	1
June	1
July	0

SICK / BEREAVEMENT / PERSONAL

All school-based, full-time employees will receive 10 sick/bereavement/personal days at the beginning of the school year.

Sick/bereavement/personal days shall not be used prior to the time being earned and credited to the employee.

Note: If you are hired after the start of the school year, you will receive a prorated number of sick/bereavement/personal days based on the month you are hired.

Month Hired	Sick Days
August	10
September	9
October	8
November	7
December	7
January	6
February	5
March	4
April	3
May	2
June	2
July	1

Sick leave may be used for personal illness, illness of a spouse, child, or other member of the household.

The Company may require a medical excuse signed by a doctor for any absence due to illness that exceeds three (3) consecutive days.

Although sick leave is provided, it should not be abused. Employees exhibiting a pattern of absences that coincides with weekends, holidays, and paydays may be required to provide medical verification of illness. Abuse of the Company's sick day policy may result in disciplinary action, up to and including termination of employment.

Unused sick leave days will be accumulated and carried over to subsequent school years until such time as the employee reaches forty (40) sick leave days.
Upon termination of employment, for any reason, employees will not be paid for unused sick/bereavement/personal time.

Bereavement leave, with pay, may be used in case of death in the employee's immediate family, and upon approval from the principal and submission by the employee of appropriate documentation, for up to five (5) working days annually. Immediate family includes spouses, children, brothers, sisters, parents, by blood or by marriage. Bereavement leave, with pay, may be used in case of death in the employee's extended family, and upon approval from the principal and submission by the employee of appropriate documentation, for up to three (3) working days annually. Extended family includes grandparents, grandchildren, aunts, uncles, or other relatives living in the home of the employee. Only school-based, full-time employees are eligible for bereavement leave. Bereavement leave is included in the sick/bereavement/personal day policy and is not an additional leave.

Note: If you leave the Company and your separation is longer than 30 days you are considered a new hire for vacation and sick/bereavement/personal days.

FAMILY MEDICAL LEAVE OF ABSENCE POLICY

Under the Family and Medical Leave Act of 1993, as amended (FMLA), employees may be eligible for a period of job-protected unpaid leave for certain family and medical reasons as described below. This Family Medical Leave Act Policy ("Policy") provides an overview of employees' rights and responsibilities under the FMLA as well as the Company's own policies regarding FMLA Leave. The Company has posted notices of the FMLA at all Company facilities. The information in those posters is incorporated into this policy by reference.

General Eligibility

To be eligible for FMLA Leave under this Policy, an employee must have worked at the Company for at least 12 months and must have worked at least 1,250 hours during the 12-month period prior to the commencement date of any leave requested under this Policy. Eligibility will be determined as of the date the leave commences. Employees who work at a site at which fewer than 50 employees are employed within a 75-mile radius are not eligible

for leave under this policy. As of June 2021, sites where employees are eligible for FMLA include those in Seminole, Orange, Lee, and Miami-Dade counties; this is subject to change. When a request for FMLA is made, the Company will advise of the employee's eligibility and the employee's rights and responsibilities.

Types and Duration of FMLA Leave

Bonding Leave; Serious Health Condition Leave; Leave to Care for a Family Member With a Serious Health Condition; Active Duty Leave

An employee may be eligible for up to 12 weeks of unpaid leave during a rolling 12-month period (measured backward from the date an employee uses FMLA leave) for the following reasons:

1. the birth of the employee's child and to bond with the child; or for placement through adoption or foster care and to bond with the newly placed child. Such leave must be concluded no later than 12 months after the birth or placement of the child with the employee;

2. to care for an immediate family member (spouse, child under 18 years old or a child 18 and over who is incapable of self-care because of a disability, or parent) with a serious health condition;

3. because of a serious health condition which renders the employee unable to perform the functions of his/her job; or

4. because of any qualifying exigency arising out of the fact that an employee's spouse, son (of any age), daughter (of any age) or parent, who is serving in any branch of the military (including the National Guard or Reserves), has been deployed or called to active duty in a foreign country ("Active Duty Leave").

Military Caregiver Leave

An employee also may be eligible for Military Caregiver Leave to care for a spouse, son (of any age), daughter (of any age), parent or next of kin who is: 1) a current member of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, which is incurred in the line of duty (or for a pre-existing injury or illness which is aggravated in the line of duty) and that renders the service member medically unfit to perform the duties of his or her office, grade, rank or rating, or 2) a veteran who was a member of any branch of the Armed Forces, including the National Guard or Reserves, and who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness that occurred in the line of duty (or for a pre-existing injury or illness which was aggravated in the line of duty) at any time within 5 years preceding the treatment, recuperation or therapy. A covered veteran incurs a serious illness or injury for purposes of this paragraph when one of the following occurs:

1. The injury or illness makes him or her medically unfit to perform the duties of his or her office, grade, rank or rating.

2. It causes the service member to have a VA Service Disability Rating is at 50% or greater.

3. It is a mental or physical condition substantially impairs their ability to obtain gainful employment

4. The VA enrolls the employee in the Department of Veteran Affairs Program of Comprehensive Assistance for Family Caregivers.

Eligible employees are entitled to a total of 26 weeks of unpaid Military Caregiver Leave during a single 12-month period. This single 12-month period begins on the first day an eligible employee takes Military Caregiver Leave (as long as it is within 5 years of the covered service member's active duty) and ends 12 months after that date. Military Caregiver Leave applies on a per-covered service member, per-injury basis, so that an employee may be eligible to take more than one 26 week period of Military Caregiver Leave, but no more than 26 weeks of leave may be taken during any one 12-month period.

An eligible employee is entitled to a combined total of 26 workweeks of leave for all FMLA qualifying reasons during the single 12-month period described above. For example, if an employee takes 10 weeks of FMLA leave due to his/her own serious health condition, the employee may take only 16 weeks of Military Caregiver Leave during that same 12- month period.

Definitions

- A "serious health condition" as referred to above means an illness, injury, impairment, or physical or mental condition that involves:

1. in-patient care (*i.e.*, an overnight stay) in a hospital or other medical care facility (including any period of incapacity or any subsequent treatment in connection with such in-patient care);

2. a period of incapacity of more than three (3) consecutive full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also involves (i) treatment two (2) or more times by a health care provider or under the supervision of a health care provider within 30 days of the start of the incapacity, or (ii) treatment by a health care provider on at least one (1) occasion within seven (7) days of the start of the incapacity which results in a regimen of continuing treatment under the supervision of a health care provider;

3. any period of incapacity or treatment due to pregnancy, or for prenatal care;

4. any period of incapacity or treatment due to a chronic serious health condition requiring periodic visits of at least twice a year for treatment by a health care provider;

5. a period of incapacity or treatment which is permanent or long-term due to a condition for which treatment may not be effective, during which the employee (or family member) must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider; or

6. any period of absence to receive multiple treatments by a health care provider or under the supervision of a health care provider, either for restorative surgery after an accident or other injury, or for a condition that will likely result in a period of incapacity of more than three (3) consecutive calendar days in the absence of medical intervention or treatment.

- A "qualifying exigency" referenced above under "Active-Duty Leave" refers to the following circumstances:

1. Short-notice deployment: to address issues arising when the notification of a call or order to active duty is seven (7) days or less.

2. Military events and related activities: to attend official military events or family assistance programs or briefings.

3. Childcare and school activities: for qualifying childcare and school related reasons for a child, legal ward or stepchild of a covered military member.

4. Care of the covered military member's parent if the parent is incapable of self-care.

5. Financial and legal arrangements: to make or update financial or legal affairs to address the absence of a covered military member.

6. Counseling: to attend counseling provided by someone other than a health care provider for oneself, for the covered military member, or child, legal ward, or stepchild of the covered military member.

7. Rest and recuperation: to spend up to fifteen (15) calendar days for each period in which a covered military member is on a short-term rest leave during a period of deployment; or

8. Post-deployment activities: to attend official ceremonies or programs sponsored by the military for up to 90 days after a covered military member's active duty terminates or to address issues arising from the death of a covered military member while on active duty.

When Spouses Work Together

If both spouses are employed by the Company and are eligible for leave under this policy, they are eligible for a combined total of 12 weeks of leave within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition, or a combined total of 26 weeks within the applicable 12-month period when the leave is due to the birth or placement of a child or to care for a parent who has a serious health condition and for Military Caregiver Leave. (However, in no event shall the spouses take more than a combined total of 12 weeks of leave within the applicable 12-month period for the birth or placement of a child or to care for a parent who has a serious health condition).

Notice of Need for FMLA Leave

An employee who wants to take FMLA must follow normal call-in policies and notify the person an employee would normally notify for an absence. Failure to adhere to normal Company call-in procedures can result in discipline, as with any other type of leave.

If FMLA applies or believed to possibly apply, the employee will be required, thereafter, to contact the Human Resources department to complete a request for leave. The employee will be required to fill out prescribed forms requesting leave.

To avoid a delay in FMLA protection, the employee must give notice as soon as possible and practicable under the circumstances of enough facts to advise the person receiving the call that FMLA may apply. Employees are always required to give notice as soon as practicable and possible, but, except for instances of active duty leave, an employee is not required to provide more than thirty (30) days advance notice.

If an employee fails to give the required notice with no reasonable excuse, FMLA coverage may be delayed for a period of time. This can result in discipline for absences taken prior to FMLA coverage commencing.

Employees should make every reasonable effort to schedule foreseeable medical treatments so as not to disrupt the ongoing operations of the Company.

Substitution of Paid Leave for Unpaid FMLA Leave

Employees must concurrently exhaust any short-term disability benefits, workers compensation benefits, accrued vacation time, or any other form of applicable paid leave for FMLA leave. All substituted paid leave that is being concurrently exhausted will be counted against an eligible employee's FMLA leave entitlement.

Intermittent FMLA Leave

Intermittent or reduced schedule leave is leave at varying times for the same qualifying condition. Intermittent leave or reduced schedule leave may be available if the need for leave is due to an employee's serious health condition or an employee's immediate family member's serious health condition and when the need for intermittent or reduced schedule leave is certified by a health care provider. Intermittent or reduced schedule leave is not available for the birth or placement of a child for adoption or foster care, unless the Company agrees. Military Caregiver Leave may be taken intermittently or on a reduced leave schedule when medically necessary. Active Duty Leave may also be taken on an intermittent or reduced leave schedule.

Employees who take foreseeable intermittent or reduced schedule leave must attempt to schedule their intermittent or reduced schedule leaves so as not to disrupt the operations of the Company and in some instances, the Company may require employees taking foreseeable intermittent or reduced schedule leaves to transfer temporarily to an alternative position for which the employee is qualified and which better accommodates the employee's leave schedule. Pay and shifts would not be affected by a change to an alternate position. Time worked in the alternate position would not count towards the employee’s FMLA leave entitlement.

Employees taking unforeseeable intermittent leaves must follow the Company's standard call-in procedures absent unusual circumstances.

Documentation Supporting FMLA Leave

An employee requesting leave for a serious health condition must provide a completed FMLA Certification of Health Care Provider Form supporting the need for the leave. A request for reasonable documentation of family relationship verifying the legitimacy of a request for FMLA Leave may also be required.

The employee will have fifteen (15) days in which to return a completed Certification form following the Company's request for the certification. If the employee fails to provide timely certification after being required to do so, covered leave may be delayed moving forward until the certification form is finally submitted. Absences counted against the employee for a late certification will not be reversed absent exceptional circumstances. If an employee never returns the completed form, the FMLA will be denied and the absences will be unprotected. If the Certification form is incomplete or insufficient, an employee will be given written notification of the information needed and will be given a period of seven (7) days to provide the necessary information.

In some circumstances, a second opinion, at the expense of the Company, related to the health condition may be required. If the original certification and the second opinion differ, a third opinion, at the expense of the Company, may be required. The opinion of the third health care provider, which the Company and the employee jointly select, will be the final and binding decision.

A request for Active-Duty Leave must be supported by the Certification of Qualifying Exigency for Military Family Leave form as well as appropriate documentation, including the covered military member's active duty orders.

A request for Military Caregiver Leave must be supported by the Certification for Serious Injury or Illness of Covered Servicemember form or Certification for Serious Injury or Illness of a Veteran for Military Caregiver Leave form as well as any necessary supporting documentation.

Once the Company has received a complete and sufficient certification form from the employee, the Company will advise the employee whether he or she has been approved or denied FMLA and, if possible, will advise how much FMLA will be used.

Recertification

In the following circumstances, the Company may, in its sole discretion, require recertification of the qualifying reason for FMLA: (1) where the employee needs more leave than the original certification justified; (2) where circumstances and facts cast doubt on the employee's need for FMLA; or (3) when the need for FMLA extends beyond 6 calendar months. In these situations, the employee will have fifteen (15) days in which to provide a completed Recertification form.

Restoration To Position and Benefits

Healthcare benefits will be maintained while an employee is on FMLA, subject to the payment of premiums explained in this paragraph. For all other benefits, they will be maintained similarly to others on similar forms of leave (paid/unpaid). Employees on paid FMLA (because they are concurrently exhausting a paid leave benefit) will continue to have their premium payments deducted from their paycheck as if they were on non-FMLA paid leave. Employees on an unpaid FMLA leave (for which no paid leave is substituted or after all paid leave has been exhausted) will need to maintain the benefits they accrued prior to commencement of the leave by making premium payments. If the payment is not received on the due date or thereafter, the Company will provide the employee written notice of non-payment and provide 15 days to make the payment. If the payment is not made within the 15 day window, and at least 30 days have passed from the due date, then coverage under the benefit plan will lapse, retroactively to the original due date.

Employees are permitted to return to whatever position they would have held had they not taken FMLA leave. Generally, this means employees returning from FMLA leave within 12 weeks will be returned to the job position that they held when they went on leave, or a substantially similar one. If the employee would have lost their position even if they had not taken the leave, then there exists no reinstatement right. For example, if the employee's position is eliminated because of a reduction in force, then no reinstatement right exists.

If an eligible employee fails to pay his or her portion of the required premium payments for benefit coverage, and the Company elects to make the employee's portion of premium payments to keep benefit coverage in effect during a period of paid or unpaid FMLA leave for medical and dental benefits, and/or a period of unpaid FMLA leave for other benefits, the Company may recover the amount of the premium payment from the employee regardless of whether the employee returns to work. The Company may recover its own share of the premiums paid for maintaining an employee's medical and dental benefit coverage during any period of unpaid FMLA leave if the employee fails to return from leave after entitlement has expired, provided the employee failure to return to work for a reason other than the continuation, recurrence, or onset of a serious health condition was unrelated to the qualifying reason the employee took FMLA leave.

Return To Work

Employees on FMLA leave must periodically inform the Human Resources department of their status and intent to return to work while on FMLA leave. Employees returning from FMLA leave must be able to assume all of the essential functions of their jobs upon return. The Company will provide time for the employee to learn of any changes or new technology implementations. As a condition to restoring an employee whose leave was based on the employee's own serious health condition, the employee must provide certification from the employee's health care provider stating that the employee is able to resume work. This return-to-work statement is required for all serious health conditions unless the employee has previously provided one for that condition within the past year. If safety issues exist, the Company may require a return-to-work statement every thirty days.

Failure To Return From Leave

Unless required otherwise by law an employee granted a leave of absence under these provisions who fails to return to work upon expiration of the leave will no longer have protected absences. Further absences would count against the attendance policy.

Key Employees

An employee who qualifies as a "key employee" may be denied restoration of employment after a period of FMLA leave if holding the employee's position would cause the Company grievous economy injury. A "key employee" is an employee who is salaried and is among the highest paid ten percent of the work force within 75 miles of the place where the employee reports to work. Upon requesting FMLA leave, an employee will be notified by the Company of his/her status as a "key employee" if there is a possibility that the Company may deny reinstatement after leave.

Medical Leave – Not Covered by FMLA (Including Pregnancy And On and Off-The-Job Injuries Or Illnesses)

The Family and Medical Leave Act does not apply to employees in locations with fewer than 50 employees within a 75 mile radius of another Company location. In such locations, the Company will address and administer leave issues in accordance with other Company policies and in relation to the circumstances in that location at the time of the leave. The provisions of the Company's FMLA policy, as set forth above, may be applied in whole or in part, to the extent practicable and appropriate, as determined by Human Resources.

Family and Medical Leave (Applicable to Miami-Dade County Employees Only)

Employees located in Miami-Dade County, may take family and medical leave in accordance with Family and Medical Leave Act (FMLA) policy above. In addition to taking leave as provided above, Miami-Dade County employees are permitted to take family and medical leave for the care of a grandparent with a serious health condition. The length of leave permitted is twelve (12) workweeks in a 12-month period to run concurrently with any leave provided under the federal FMLA.

Time Off for Victims of Domestic Abuse or Other Crimes

Employees who are victims of domestic violence are entitled to up to three (3) days of unpaid leave in a rolling 12-month period, if they have been employed for three (3) months or longer.

This leave is intended to cover specific activities related to domestic violence incidents including: seeking an injunction for protection against domestic violence or repeat violence, dating violence, or sexual violence; obtaining medical care or mental health counseling or both for the employee of a family or household member to address injuries resulting from domestic violence; obtaining services from victims services organizations such as a domestic violence shelter or rape crisis center; making the employee's home secure from the perpetrator of domestic violence or finding a new home to escape the perpetrator; or seeking legal assistance to address issues arising from domestic violence or attending or

preparing for court related proceedings arising from the act of domestic violence.

For purposes of this policy, a family or household member includes spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employee or of the employee's family or household member, employees must provide as much advance notice as possible. Employees may be requested to provide sufficient documentation of the need for leave. Time off under this policy will be unpaid; however, employees may elect to use accrued paid time, if available. Any request for domestic violence leave will be kept confidential to the extent allowed by law and will be handled by Human Resources.

JURY DUTY AND SUBPOENAS

Employees who are called to perform jury duty will be granted time off from work in accordance with state law. Upon receiving notice of jury duty service, employees are required to notify their immediate supervisor. Employees are also required to notify their supervisor upon completion of their jury duty service. Employees whose jury duty time constitutes less than three hours on any given day will be required to return to work that day. Employees whose jury duty service constitutes more than three hours on any particular day will not be required to return to work that day.

Employees who serve jury duty will not suffer a loss in earnings. The Company will pay employees serving on jury duty the difference between what they receive for jury duty and their regular straight-time rate of pay for the period they serve if the amount received from the state exceeds $50.00 a day. Upon return from jury duty service, employees will be required to provide written verification to the Company of the actual time spent on jury duty and the amount of jury duty pay received before payment under this section will be made.

Jury Duty Leave (Applicable to Miami-Dade County Employees Only)

The Company will not tolerate discrimination or retaliation against an employee who is called to serve as a juror or as a witness in response to a subpoena in Miami-Dade County. The nature of the employee's testimony or service, as well as his or her absence from work, shall not be grounds for any adverse action against the employee.

Employees working in Miami-Dade County will be paid for jury service provided that:

- The employee is regularly scheduled for work at least thirty-five (35) hours a week;
- The employee serves as a juror in Miami-Dade County; and
- The employee gives his/her supervisor a copy of the summons and notice of jury service at least five (5) working days prior to absence from work.

If a juror receives payment for jury service from the State, the Company may deduct the amount received from payment to the employee for jury service.

MILITARY LEAVE

Employees may be entitled to certain rights and benefits and may have certain obligations related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") or related state laws. It is the Company's intent to comply with the requirements in USERRA and similar state laws with respect to leaves of absence, continuation of health coverage, reemployment, disabilities incurred or aggravated during uniformed service, non-discrimination and non-retaliation, and other covered matters. Specifically, the Company will not deny employment, reemployment, retention in employment, promotion, or any benefit of employment to an individual due to uniformed service, and will not tolerate discrimination or retaliation due to uniformed service.

Employees should notify their manager or the Senior Director of Human Resources of any need for leave to perform service in the uniformed services as far in advance as possible, preferably at least thirty (30) days in advance and in writing where feasible. Employees are asked to provide a copy of applicable orders, training calendar, and/or similar documentation, if at all possible, in time to ensure continued business operations during absences. Employees will be granted unpaid leaves of absence for qualifying periods of uniformed service; however, employees may elect to use any accrued but unused paid leave during such absences.

Barring any exception outlined in USERRA, employees will be eligible for reemployment after uniformed service as long as they return to work or apply for reinstatement within the following timeframes:

- Service of less than 31 days, at the beginning of the next regularly scheduled work period after release and subject to an eight (8) hour rest period;
- Service of more than 30 days but less than 181 days, within 14 days of release; or
- Service of more than 180 days, within 90 days of release.

To retain reinstatement rights, employees must provide appropriate advance notice and must not have been separated from uniformed service with a disqualifying discharge or under other than honorable conditions. Reinstatement rights are not guaranteed for any absence beyond five years unless an exception stated in USERRA applies.

Employees who are members of the uniformed services should speak to Human Resources for any questions regarding rights and obligations related uniformed service leave, advance notice of uniformed service, benefits during uniformed service, or related issues.

The following types of military leave are provided to employees under Florida law. Employees may use accrued vacation or sick leave if available, otherwise the time off will be unpaid; however, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under these policies, provided they perform some work

during that workweek.

Whenever possible, you must provide reasonable notice before taking any time off under any of these policies. For more information regarding any of these types of time off, please contact Human Resources.

Military Leave – National Guard

If an employee is a member of the National Guard and is ordered into active duty, such employee shall be granted an unpaid leave of absence from work during the period of active duty. Upon the completion of active duty, the employee must promptly notify the Company of his or her intent to return to work, which will be accommodated, except under limited circumstances permitted by applicable law. A member of the National Guard who returns to work after serving on state active duty will not be discharged from employment for a period of one (1) year after the date the member returns to work, except for cause.

Civil Air Patrol Leave

An employee may take up to fifteen (15) days per year of unpaid leave for Civil Air Patrol service.

“Civil Air Patrol Leave” is defined as leave that an employee who is a Civil Air Patrol member requests for the purpose of participating in a Civil Air Patrol training or mission. “Civil Air Patrol member” means a senior member of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification.

To be eligible to use Civil Air Patrol leave, an employee must have been employed by the Company for at least ninety (90) days immediately preceding the commencement of the leave. An employee may elect, but is not required, to use paid leave, if available, for the period during which the employee takes Civil Air Patrol leave.

Employees will generally be reinstated at the conclusion of Civil Air Patrol Leave. An employee must promptly notify the Company of his or her intent to return to work. However, the Company may not allow a Civil Air Patrol member to return to work if any of the following circumstances apply:

- The Company’s circumstances have so changed as to make employment impossible or unreasonable;
- Employment would impose an undue hardship on the Company;
- The employment from which the member takes such leave is for a brief, nonrecurring period and there is no reasonable expectation that such employment will continue indefinitely or for a significant period; or
- The Company had legally sufficient cause to terminate the member at the time he or she commenced such leave.

When the Civil Air Patrol member returns to work, he or she is entitled to the following:

- The seniority that the member had earned as of the date his or her leave began and any other rights and benefits attained as a result of such seniority; and
- Any additional seniority that the member would have attained if he or she had remained continuously employed and any other rights and benefits attained as a result of such seniority.

"Benefits" means all benefits, other than salary and wages, provided or made available to employees by an employer and includes group life insurance, health insurance, disability insurance, and pensions, regardless of whether such benefits are provided by a policy or practice of the Company.

An employee who returns to work following Civil Air Patrol Leave may not be discharged from such employment for a period of one (1) year after the date the employee returns to work, except for cause.

EMPLOYEE ASSISTANCE PROGRAM

The Company recognizes that a wide range of personal and family concerns and problems not directly associated with an individual's job function can nonetheless be detrimental to an employee's performance on the job. The Company believes it is in the interest of employees and the Company to provide an effective program to assist employees and their families in resolving problems as the need arises. The Company provides an employee assistance program which coincides with enrollment in the health insurance program. The EAP provides consultation, information, and personalized community referrals, 24 hours a day, 7 days a week for employees and their families. The program provides expert consultants who can help with issues such as emotional well-being, parenting concerns, caregiver support, retirement planning, legal matters, financial issues, work problems, and addiction and recovery matters.

For further information, contact the Human Resources Department or refer to the Summary Plan Description provided in your new hire benefits packet.

TUITION REIMBURSEMENT

The Company encourages employees to continue educational programs relevant to their employment positions, including programs leading to certification for teachers and administrators. The Company has established a tuition reimbursement program to help eligible regular, full-time employees to continue to develop their skills and enhance their relevant educational experiences.

Under the program, the Company will reimburse up to $1,500.00 annually to employees taking courses on an approved certification plan for the cost of tuition at the lowest of state university rates or actual cost (whichever is less) upon presentation of proof of successful completion with a grade of 'C' or better for undergraduate courses or 'B' or better for graduate courses, or better or its equivalent, as well as copies of receipts for the expenses. Employees will need to retain all receipts for covered expenses (tuition, registration, fees and books). Employees must submit a receipt as proof of payment.

Tuition reimbursements will be conducted twice a year during Fall and Spring semester. Human Resources will notify all employees of the timeframe to submit documents. ALS full-time employees who have completed 1 year of permanent service and have an acceptable probationary period. To participate in the program, employees will need to complete the Tuition Enrollment Form. Any courses taken prior to the employees 1-year anniversary, or any courses enrolled in or in progress prior to the 1-year anniversary will not be eligible for reimbursement.

Employees who leave ALS within 1 year of receiving tuition reimbursement will be required to repay the total amount of tuition reimbursement received in the last 12 months of employment. Such repayment amounts due may be deducted from the employee's paycheck or the employee will reimburse ALS within 30 days from last employment. If not paid within 30 days, employee will be sent to collection.

For further information, consult the Human Resources Department or Summary Plan Description provided in your new hire benefits packet.

PROMOTIONAL AND TRANSFER OPPORTUNITIES

All employees are eligible to participate in Company's job posting program, which allows current staff opportunities to apply for new positions or seek transfers to other Company locations. To participate in the job posting process, complete an ALS Transfer/Promotion request form available from the Human Resources Department submit it to your Principal. You must have held your current position for a minimum of 90 days (3 months) before you are eligible for a position or location change. You must have successfully completed the 90 probationary period in good standing and have no employee relations complaints within the last 12 months of employment. If approved, the position or location change will occur within 30 days of the date of the request. For a listing of job openings, you may visit ALS Career Site to view current postings. For further information, please contact the Human Resources Department.

SAFETY

The Company complies with all applicable health and safety laws and regulations. Each employee is responsible to carry out his or her duties in the safest manner possible. If you notice anything that may present a safety hazard, you should notify the Human Resources department immediately. If you sustain a work-related accident, injury, or illnesses, you must inform your supervisor and the Human Resources department immediately—even if you believe you were not harmed.

WORKERS' COMPENSATION

The Company complies with all applicable provisions of the state Workers' Compensation laws and strives to provide a safe place to work for all employees. Further, the Company is required to maintain accurate and complete records concerning work-related injuries. Therefore, all job-related accidents, injuries or illnesses must be immediately reported to the Human Resources department, regardless of injury or the nature or severity of an injury.

Upon initial employment, employees are provided a document outlining employee rights and responsibilities under state Workers' Compensation laws. Failure to comply with the procedures, terms and conditions of state Workers' Compensation laws could result in a loss of benefits. Employees who exercise their rights under Worker's Compensations laws will not be subject to retaliation or reprisals of any kind.

WORKPLACE SAFETY

Employees must observe the following safety procedures which are designed to help protect employees and others from possible injury:

- Use handcarts where feasible to move heavy materials.
- Use of proper lifting procedures when moving heavy items. Enlist insistence when needed.
- Use stools or ladders when accessing higher areas or materials.
- DO NOT use office furniture in lieu of a stool or ladder or other proper safety equipment.
- Any violations of this policy may be subject to discipline, up to and including termination.

ACCIDENTS

If an employee, student, or guest has an accident, the Principal or Supervisor must be notified immediately. In the event of accident or injury, the health and well-being of the injured person

is the primary concern. Each situation should always be responded to with courtesy and compassion and the injured person should be kept comfortable until help arrives. All accidents or incidents must be documented on the First Report of Injury Form (available from the Principal and Human Resources) and submitted to the Principal and Human Resources within 24-hours of any accident or incident.

Employees violating this policy are subject to disciplinary action, up to and including suspension without pay and/or termination.

Accidents that occur on or in the school or office parking lot are not the responsibility of ALS. Any such accidents must be reported to the police and the employee's insurance provider, in accordance with local and state law. ALS is not liable for any damage to any employee's personal property on or in the school or office parking lot.

POSSESSION OF FIREARMS AND WEAPONS

The Company does not tolerate violence or threats of violence in the workplace. Likewise, the Company does not allow firearms or other weapons in the workplace or in any location where a school-sponsored activity is taking place. This includes possession or use of weapons in Company vehicles or on Company premises. Violations of this policy will result in discipline and may result in immediate dismissal. To ensure the safety of all persons, employees who observe or suspect a violation of this policy should report it to their supervisor.

WORKPLACE VIOLENCE

Every employee is entitled to a safe and professional workplace free of criminal behavior, violence and threats against personal safety. Criminal conduct in the workplace or against other employees is prohibited. Any employee who commits or threatens violent acts against co-workers, regardless of whether an arrest is made or criminal charges are brought, shall be subject to evaluation, counseling and discipline, including termination of employment.

The Company prohibits any acts or threats of violence in the workplace or while on Company business. Employees have a duty to report violations of this policy to their supervisors, security personnel, the Human Resources Department or the Principal. Employee reports made pursuant to this policy will be held in confidence, to the extent possible, except as required by union contract or law. The Company will not condone any form of retaliation against any employee for making a report under this policy.

SMOKING POLICY

The Company maintains a smoke-free work environment. Employees must not smoke in a school facility or office area, or any areas where "No Smoking" signs have been posted. This policy includes any device that emits a vapor, including e-cigarettes.

SUBSTANCE ABUSE POLICY

It is the intent of the Company to provide a working environment free from the use of non-prescribed drugs and alcohol. No drugs or alcohol are allowed in the workplace. If we suspect you are under the influence while on duty, we may have you tested and/or search your workspace. If you are found to be working while impaired, it may result in your suspension or immediate discharge.

Employees are required to notify the Principal of any criminal drug statute conviction resulting from a violation occurring at the workplace within five (5) days of such conviction. Within 30 days' notice from the employee, appropriate disciplinary action will be taken against the employee, up to and including termination.

RIGHT TO SEARCH

The Company is dedicated to providing a safe environment for its employees and students. To achieve that standard, THE COMPANY reserves the right to search all Company property used by employees and students, including but not limited to lockers, desks, file cabinets, offices, and classrooms.

PROCEDURES PERTAINING TO VIOLATIONS OF LAW

Reasonable Suspicion

The Company shall notify appropriate law enforcement officials if an employee is observed to be in violation of the above stated prohibited conduct under the Substance Abuse Policy.

The Company shall notify appropriate law enforcement officials in the event of suspicion of criminal activity on campus. The law enforcement official shall determine whether or not sufficient grounds exist to conduct the search of personal property or vehicles.

DRESS CODE

All employees shall dress in a professional, business-like manner at all times when in a school and students are in attendance. The Company has not adopted a casual dress policy for its employees, except as approved by the Vice President of Operations for special events, e.g., spirit day, cultural/ethnic celebrations. All decisions as to what is proper attire are at the sole discretion of the Company. Employees with questions about the dress code or employees seeking accommodations to this policy should contact the Human Resources Department.

Women

- Dresses and skirts (no more than 2 inches above the knee)
- Dress pants and blouses (may include ¾ length professional pants)

- Dress shoes

Men

- Dress shirt, slacks, and tie
- Dress shoes
- Tie should be visible under sweater or vest

Examples of Unacceptable Attire

- Denim of any kind, any color
- Flip flops, backless shoes
- Leggings, sweat pants, or shorts
- Tee shirts, tank tops, abbreviated tops, halter tops, or sweatshirts
- Spaghetti strap, strapless, or halter dresses or shirts
- Low cut blouses
- Clothing with slogans or advertising
- Tee-shirt pant sets
- Hats of any kind
- Visible body piercing
- Sheer clothing (unless underlying clothing is within dress code policy)

Employees found in violation of the dress code will be sent home to change clothes or may be otherwise subject to discipline.

PANDEMIC POLICY

In the event of a pandemic, a natural disaster, or other national, state, or local crisis, all policies in this handbook and all day-to-day operational processes and procedures are subject to suspension or modification depending on the circumstances facing our business at that time. Suspension or modification of policies, processes, and procedures will be implemented in compliance with all applicable federal, state, and local laws.

STAFF-STUDENT NON-FRATERNIZATION

I) Definitions

1. **Staff.** *Staff* is defined as the following:

    a. any individual employed by the Accelerated Learning Solutions, Inc. or any of its parents, affiliates, or subsidiaries ("ALS") or, to the extent consistent with applicable law, by the school for which ALS is the management Company or educational services provider ("School"), including but not limited to, any administrators, teachers, instructional and clerical support staff, student teachers, practicum students, fieldwork students, social work interns and school volunteers.

    b. employees of ALS's or a School's contractors or agencies and independent contractors.

    c. volunteers of non-ALS or non-School organizations.

2. **Student**. *Student* is defined as any individual enrolled in an ALS charter School.

II) General

The relationship of Staff to Student must be one of professional cooperation and respect. Staff must set appropriate boundaries with Students and conduct themselves in a manner that will maintain professional relationships with Students at all times.

III) Prohibited Conduct

Staff is prohibited from engaging in any of the following types of prohibited conduct, regardless of whether the conduct occurs on or off school property or whether the conduct occurs during or outside of school hours. The following list of prohibited conduct does not, and is not intended to, constitute the entire list of conduct for which discipline may be imposed.

1. engaging in any romantic or sexual behavior with Students, including but not limited to dating or pressure for dates, sexual jokes, teasing or remarks, flirting, sexual contact, inappropriate physical displays of affection, kissing, grabbing, rape, threats of physical harm, sexual assault, or sexually suggestive comments or gestures, by a Staff person toward a students, regardless of whether the relationship is consensual, or whether the Student has parental permission;

2. fostering, encouraging, or participating in inappropriate emotionally or socially intimate relationships with Students in which the relationship is outside the bounds of the reasonable, professional Staff-Student relationship and in which the relationship could reasonably cause a Student to view the Staff person as more than a teacher, administrator, or advisor, including but not limited to, soliciting, encouraging,

participating or consummating an inappropriate written, verbal, or physical relationship with a Student;

3. initiating or continuing communications with a Student for reasons unrelated to any school-related appropriate purpose, including oral or written communication; telephone calls; electronic communication such as texting, instant messaging, email, chat rooms, social media including Facebook, or other social networking sites; webcams; or photographs, including but not limited to, engaging in bullying or harassing behavior on the basis of race, gender, sex, national origin, age, religion or disability, sexual orientation or gender identity. Electronic and online communications with Students, including those through personal accounts, should be accessible to ALS supervisors and professional in content and tone;

4. socializing with students outside of class time for reasons unrelated to any School-related appropriate purpose;

5. committing any act of child abuse, including physical and verbal abuse;

6. providing tobacco, alcohol (regardless of age) or illegal/unauthorized drugs to a Student— either prescription or illegal (except for those provided in accordance with ALS's or the School's policy on medication administration).

IV) Reporting Procedures

Duty to Report. It is the responsibility of all ALS employees to promptly report any violation of this policy or any complaint alleging a violation of this policy to Human Resources and to the Principal. ALS will make a preliminary determination as to whether there is a basis to investigate the alleged violation. The Staff person alleged to have committed the violation shall be notified of the complaint and the investigation, and shall be given an opportunity to respond to the complaint.

V) Sanctions

1. **Discipline**. ALS will take appropriate disciplinary action, up to and including termination, against any Staff found to have violated this non-fraternization policy.

2. **Reporting of Possible Criminal Conduct.** Nothing herein shall be deemed to prohibit or to relieve any person or ALS from any obligation to report a violation of criminal statutes by a Staff person to the appropriate law enforcement agency. In all situations where the right to file a complaint with an appropriate law enforcement agency exists and the person files such complaint, the filing of a report with ALS's Human Resources Director is encouraged but not required.

3. Misrepresentation. In all proceedings pursuant to this policy, including the reporting of violations or responses, misrepresentation of factual information shall be a violation of this policy and shall subject such person to appropriate discipline.

4. **Reassignment or Removal from Workplace.** ALS may reassign or remove from the workplace any Staff person alleged to have violated this policy pending the final determination.

5. **Reports to Appropriate Agencies.** It is not the intention of this policy to prevent the filing of reports or complaints to appropriate governmental agencies. There shall be no retaliation against employees who submit a report to an appropriate governmental agency or ALS's Human Resources Director.

PERSONAL RELATIONSHIP POLICY

The Company strongly discourages dating or sexual relationships between employees who work at the same location or routinely interact within the course of their job duties and prohibits dating or sexual relationships among direct reporting relationships (supervisor/employee). Such relationships may compromise the objectivity or effectiveness of one or more employees and may raise issues of favoritism, conflicts of interest and affect the morale of the workplace. If a manager/supervisor chooses to pursue a dating/sexual relationship with an employee, he or she shall inform their supervisor and Human Resources immediately. The Company will then decide what, if any, actions are necessary to take in regard to assignments and jobs. Employees who disregard this policy will receive disciplinary actions up to and including employment termination. In addition, employees must comply with all anti-discrimination, harassment and retaliation policies of the Company.

ACCEPTANCE OF GIFTS CONFLICT OF INTEREST

Although the Company understands that students are prone to bring token gifts, employees should not accept any gifts from either students or their parents that are in excess of $25.00 in value. Employees should therefore exercise good judgment when accepting gifts from students. No one employed by the Company shall accept gifts, money, or special favors from vendors or other parties which have a financial or business association with the Company.

In addition, employees must not sell or solicit the sale of any item to students. This prohibition includes sale of cosmetics, vitamins, household goods, periodicals, etc. Employees should exercise good judgment when purchasing any items from students including, raffle tickets, paper goods, cookies, charitable pledges, etc.

When in doubt about the propriety of accepting a gift or purchasing an item, employees should contact their immediate supervisor or Principal.

MEDIA POLICY

MEDIA AND PRESS RELATIONS

In this fast-paced, information-oriented country, the Company and its staff and students will be in various forms of news media from time to time. Reporters are eager to cover all that is happening in our schools and in our business. That can be a big advantage in building community support for our educational system.

The key to working with the media is to try to make sure that coverage of the Company is balanced, fair, and accurate. That calls for preparedness and rapid response. To help the Company personnel be prepared to cooperate with media representatives and gain favorable media coverage, the Company has adopted the Company wide media policy stated below. Among other issues it covers (1) designation of spokespersons for the Company; (2) procedures governing media access to the Company facilities; (3) procedures for working with media personnel in emergencies; and (4) procedures for conducting interviews and recording visual images at the Company facilities.

POLICY

Dissemination of information to the news media is the primary responsibility of the office of the CEO. All media responses must be discussed with the office of the CEO. There are no exceptions. The office of the CEO will designate a spokesperson for each media inquiry or release of information. Employees are prohibited from speaking on behalf of the Company.

PROCEDURES

Company personnel must adhere to the following guidelines when working with the media:

Procedures for Handling Media Inquiries

- Ask for the reporter's name.
- Ask for the name of the reporter's newspaper, radio station, or television station.
- Ask when the reporter's deadline is.
- Get the reporter's contact information: phone number, email address and fax
- Ask the reporter what the inquiry is about and what information is needed so it can be gathered to meet their needs. Get as many questions from the reporter as possible.

- Media requests for Company records shall be submitted in writing to office the CEO.

Send the above information to your Principal who shall immediately make contact with the CEO.

ACCESS TO SCHOOLS AND FACILITIES

News reports and other communications representatives must initiate their requests to interview, film, videotape, and/or photograph students and/or the Company personnel on the Company property through the office of the CEO. The Principal is responsible for maintaining discipline and the safety of all persons in the school.

All media requests made to the Principal or other employees must be directed to the office of the CEO. The office of the CEO will contact the regional office prior to a media visit. If media appear on campus without notifying the office of the CEO, the Principal should notify the office of the CEO and regional office. No media representatives will be allowed in the school without approval of the CEO.

News representatives must first check into the Principal's office before proceeding to other areas of the school building. Reporters are considered visitors at the campus and are required to sign in at the administrative office. Media representatives will be escorted by the Principal or his/her designee while they are in the building. The Company may refuse access to media representatives on school property if their presence or behavior would be disruptive to the school environment.

ACCESS DURING CRISIS/EMERGENCY SITUATIONS

In handling crisis situations on campus, Principals should first contact emergency medical services personnel (if the situation is life threatening). Following that, the general order of notification, depending upon the circumstances surrounding the situation, is first, the corporate office, who will then contact any other office as necessary.

During crisis/emergency situations, media access to schools and facilities may be limited to ensure student and staff safety or to maintain order. However, an area may be designated on school property to conduct news briefings on the crisis or emergency situation. In these situations, normal access procedures for media and other visitors may be suspended in the interest of student and staff safety and an orderly emergency response.

INTERVIEW AND PHOTOGRAPHY (FILM AND VIDEOTAPE)

Interviews, filming, or videotaping on the Company property may not occur without prior approval from the office of the CEO.

Filming, videotaping, and photographing children in classrooms, on campus, or in school sponsored events are allowed only if there is a signed parental consent form or release form for each child who participates in such activities. Signed parental consent forms must be in the school files and accessible upon request. The filming, videotaping, and photographing of children for classroom instructional purposes or for a purpose related to a co-curricular or extracurricular activity do not require parental permission forms. Questions regarding this policy should be directed to Human Resources.

Company personnel must adhere to the following general guidelines when working with the news media:

- The privacy of a student or employee is the foremost concern when working with the news media and must be considered prior to the release of any information. No information regarding specific students should be released to the media and press without the specific approval of the parent/guardian and the Principal.

- If there is no prior clearance from the office of the CEO, names of students should never be released under any circumstances without prior parental consent or the consent of the student if they are 18 years or age or older.

- All employees are required to comply with the Family Educational Privacy Act (FERPA) and with any state or school district mandates regarding student privacy

- Names of victims are not to be released; news media should be referred to the receiving hospital or police department for such information.

- Home addresses and telephone numbers of students, private citizens, and the Company employees are not to be released to the media.

- Media requests for the Company records shall be submitted in writing to the office of the CEO.

COMMON SENSE IS IMPORTANT

One final aspect of being prepared is simply to exercise common sense. In working with the media, you, as the Company employee, should always remain composed, courteous and thoroughly professional. Here are a few tips that will ensure good relations with the media representatives:

- Respect reporters' deadlines.

- Be truthful, accurate and keep it simple. Get right to the point, and keep your statements brief, especially for broadcast media.

- Be confident. Remember, you are a seasoned professional. If you are composed and straightforward, reporters will respect your authority and appreciate your cooperation.

- Let the corporate office help you. They have wide experience in the different news

media, and they work closely with media representatives.

- Do not put yourself in a position of looking evasive or hostile. If a reporter insists on an interview and begins filming immediately, please politely tell him/her you will be glad to comply with the request but the corporate policy requires you to contact the office of the CEO prior to granting an interview.

USE OF COMPANY COMMUNICATION SYSTEMS - COMPUTERS, COMPUTER FACILITIES AND COMPUTER RESOURCES

All communication systems used at the Company including, but not limited to, computer, telephone, cell phone, fax, voice mail, on-line computer services and e-mail are to be used for only conducting Company business during working time.

All Company communication systems and the information maintained on these systems are considered the sole property of the Company. The Company has the right, but not the duty, to intercept, monitor, copy, review and download any communications or files created or maintained on these systems. Employees should not have an expectation of privacy in anything created, stored, sent or received on the Company's communication systems.

By using the Company's communication systems, an employee knowingly and voluntarily consents to being monitored and acknowledges the Company's right to conduct such monitoring.

Employees are required to password protect confidential or proprietary information sent via e-mail. Employees may access only messages, files or programs, whether computerized or not, that they have permission to enter. Unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems or programs, voicemail messages, or other property of the Company, or improper use of information obtained by authorized means is prohibited.

Under no circumstances may an employee create or maintain a "personal" or "private" account, mailbox, program, folder or application on any Company device or part of the Company communication system. Such "personal" or "private" accounts include but are not limited to, Facebook, Twitter, Instagram and similar social networking sites.

Employees may not use personal laptop computers or other personal electronic equipment such as camera phones, camera PDA's, video equipment, cameras, handheld scanners, flash drives, and any other device capable of capturing or storing an image in its facilities. Employees may not install software on any Company owned computers or the network without first receiving authorization to do so. Employees are not permitted to open e-mail attachments from unknown senders or to send and/or receive mass e-mails or e-mails with file attachments requiring significant storage space including, but not limited to, audio, video and executable files.

Employees must use the authorized Company signature on all work-related e-mail correspondence.

Employees may not use Company's computers, computer facilities, computer resources, computer networks and telecommunications systems to violate the Company's Policy Prohibiting Discrimination and Harassment in the Workplace or any other Company policy.

The Company recognizes that, on occasion, employees may need to make and/or receive personal calls or send and/or receive personal e-mails during business hours. Employees are expected to do so during non-working time such as meal or break periods, unless expressly allowed by a supervisor in emergency situations. As noted above, however, any personal calls or e-mails made from or received to Company computers, phones (including Company issued or paid-for cell phones) or other communications devices are subject to inspection and/or monitoring at any time and thus such communications may not be considered private.

FERPA GUIDELINES

All data files created, transmitted, or stored on Company equipment are the property of the Company and are not protected by any right to privacy. The exception is personnel and student information protected by the Family Educational Rights and Privacy Act (FERPA) and state law, as applicable. No FERPA protected data shall be transmitted from a Company network, unless permitted by applicable law.

Audits will be performed on a periodic basis to insure compliance with this policy.

Inappropriate, unauthorized, and illegal use will result in the cancellation of the privilege to use Company Communication Systems and may result in disciplinary action. Use of Company Communication Systems to violate state, federal and local law will be reported to the appropriate law enforcement officials.

ELECTRONIC IMAGE POLICY

To safeguard students, staff and information, and to reduce the opportunities for illegal harassment, the Company regulates the use of electronic equipment used to capture images such as camera phones, camera PDAs, video equipment, cameras, handheld scanners, flash drives, and any other device capable of capturing or storing an image in its facilities.

At Company-sponsored events, employees, students and visitors may use cameras and similar equipment, as long as they do not disrupt the workplace, annoy others, or violate a Company policy. Employees are required to obtain written permission from the Company before taking or distributing any photographs or videos of any kind on Company premises. Employees must not use electronic equipment to create or convey offensive, harassing, vulgar, obscene, or threatening images or communications. Similarly, transmitting sexually oriented messages or images using camera phones is forbidden.

Taking photos or videos is strictly prohibited in restrooms, locker rooms (any area where employees expect privacy) and in records and areas where, student information, social security numbers, credit card or other sensitive personal information is kept.

Electronic equipment on the Company's premises or at Company-sponsored events may not be used to defame, embarrass, or disparage the Company, employees, students, vendors, or competitors.

Transmission of any Company information, logos, data, and photos of the premises or of any employees, contractors, subcontractors, or visitors is strictly forbidden.

Privileged or confidential material, such as, but not limited to, trade secrets or attorney-client communications, are not to be photocopied, scanned, photographed, or otherwise copied except by authorized personnel in the furtherance of Company business.

Ask permission of anyone you photograph at a Company function.

Ask permission of your supervisor and any person photographed to transmit or post any images.

At Company functions or special celebrations, the Company may designate an employee to capture the event on film. Employees and any guests will be asked for permission before their picture is taken, displayed, or transmitted.

Employees must report any violations of this policy.

Employee's belongings, including electronic equipment, briefcases, backpacks, satchels, jackets, and purses are subject to inspection to ensure compliance with this policy. Any images taken or present on Company property relating to Company business are considered Company property.

Any images found in violation of this policy are subject to confiscation.

Violation of this policy can result in discipline, up to and including termination of employment.

SOCIAL MEDIA POLICY

In the rapidly expanding world of electronic communication, social media can mean many things. Social media (including personal and professional websites, blogs, chat rooms and bulletin boards; social networks, such as Facebook, LinkedIn, Twitter, Instagram, and MySpace; video-sharing sites such as YouTube; and e-mail) are a common means of communication and self-expression. An employee will be held to the same standards in his or her use of social media as for any other public conduct. If an employee's use of social media violates applicable local, state or federal laws, or employee code of conduct or Company policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee will be subject to disciplinary action, up to and including termination.

Know and Follow the Rules

Carefully read these guidelines, the Personnel Policies Guide and the Discrimination & Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Your Identity Online

You are responsible for all communications and information you publish online. The Company may be liable for online activity that uses Company assets, a Company e-mail address or any e-mail address that can be traced back to the Company's domain, which generally is any internet address affiliated with the Company. Using your Company e-mail address may imply that you are acting on the Company's behalf. Because social media and networking activities are public, your Company e-mail address and Company- provided internet access should be used only to perform job-related activities, which may include professional networking but do not include personal social networking.

Outside the workplace, you have a right to participate in social media and networks using your personal e-mail address. However, information and communications that you publish on personal online sites should never be attributed to the Company or appear to be endorsed by the Company or be an official Company communication.

ALS respects the rights of all employees to use social media as a tool for self-expression. However, ALS has an interest in protecting its image, goodwill, and reputation in the community. For this reason, ALS expects employees to conduct themselves in a professional manner when using social media, social networking sites, blogs, and any other mediums of Internet communication. Employees should remember that ALS's Harassment in the Workplace Policy and Equal Employment Opportunity Policy must be followed when using blogs, social media, and social networking.

In furtherance of the interests outlined above, employees are strictly prohibited from engaging in the following activities:

- Using social media, social networking, blogs or any other form of online discussion forum during working hours or while on ALS property, except for purposes of authorized ALS business upon the express written permission of the Director/Principal.

- Posting any material online that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive or hateful toward ALS employees, clients, students, parents of students, or other facility visitors.

- Posting any pictures online or using the likeness of any ALS employee, student, vendor, or customer without that individual's express advance authorization.

- Engaging in online activity which may reflect negatively on ALS and/or its affiliates, employees, clients, current students, former students, or the parents of any current or former students, or contains any content prohibited by ALS's policies and procedures.

- Including information or photographs related to ALS business, ALS employees or children and families served by ALS on any Internet website including, but not limited to, Facebook, Twitter, LinkedIn, and Instagram.

Nothing in this Social Media Policy or this handbook shall be construed as restraining, interfering with, or limiting employees' ability to engage in communications protected under Section 7 of the National Labor Relations Act, or other applicable law. Violations of this policy may be subject to disciplinary action, up to and including termination.

If you have any specific questions about the scope of this Social Media Policy, consult with Human Resources.

If you choose to disclose your affiliation with the Company in a personal online communication, you must make it clear that you are not speaking on behalf of the Company.

Obey the law and ethics rules. Do not post any information or engage in any online activity that violates applicable local, state or federal laws, or employee code of conduct.

Retaliation is prohibited

The Company prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Engaging with current students on social media

Do not engage with current students on social media unless it is work-related (i.e. a social media outlet that has been established for the school or students such as a school Facebook page) and authorized by the school principal.

Using social media at work

Do not use any form of social media while on work time or on equipment we provide, unless it is work- related as authorized by your supervisor or consistent with the Company Equipment Policy. Do not use the Company email addresses to register on social networks, blogs or other online tools for personal use.

DISTRIBUTION AND REGULAR RETRIEVAL OF THE COMPANY COMMUNICATIONS

Voicemail

Voicemail is the Company's prime method of communicating urgent and vital information. Employees, therefore, should retrieve their voicemail messages at least three times a day: morning, some point mid-day, and prior to leaving work for the day. If you are unable to

retrieve your messages with the regularity required by this policy, please make arrangements for someone to check your voice mail box; in addition, please revise your outgoing message to let people know how long you will be unavailable and who to contact in your absence.

E-mail
E-mail is the Company's secondary method of communication. Employees are expected to retrieve their e-mail messages at least twice a day. Employees who, due to absence or other good cause, are unable to access their e-mail messages should: (1) make arrangements for someone to retrieve their e-mail messages; or (2) notify their supervisors of their inability to retrieve e-mails while on approved leave. While out on approved leave, employees should use the automated reply to let people know how long they will be unavailable and who to contact during their absence.

Cell Phone/Pagers
Employees who are provided Company-issued cell phones and pagers should have the cell phones and pagers with them and activated during work hours. If an employee cannot be contacted by either cell phone or pager during work hours, he or she must apprise his or her supervisor.

Personal Cell Phone Use
Employees may use their personal cell phones during their lunch period, only in the employee lounge and before or after school. Personal cell phones may not be used in the classrooms, corridors, offices or any other area of the building during the workday unless specifically outlined above.

Once a communication is sent by the Company to its employees by voicemail, e-mail, pager, or cell phone, the employee will be responsible for retrieving the communication and being apprised of its contents. An employee's failure to retrieve a message will not excuse any consequences which may result from the employee's lack of awareness or notice of the communication.

EMPLOYEE CODE OF CONDUCT

It is essential to the mission of the Company that employees conduct themselves professionally, both on and off the job. As an integral member of the Company, you are expected to accept certain responsibilities, adhere to acceptable professional principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others, but also demands that in your work you refrain from any behavior that might be harmful to you, your coworkers, your students and/or the Company, or that might be viewed unfavorably by the community in which you are employed.

Please keep in mind that your conduct reflects on the Company. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Employees are required to:

- comply with all policies contained within the personnel policies guide, operations manuals, and any other manual used in the course of an employee's job assignment or other procedural/policy manual.
- comply with any applicable state and federal regulations, statutes and guidelines.
- comply with all Company policies and federal laws regarding discrimination and harassment.
- treat each other, students, parents and all other visitors to the campus with dignity and respect.
- avoid conduct which could result in your arrest and/or subject you to criminal prosecution.
- report any criminal charges, arrests, incarcerations or convictions within the time frame specified in this Handbook.

Listed below are some of the standards of conduct of the Company. This list should not be viewed as being all-inclusive. Types of behavior and conduct that the Company expects includes, but is not limited to, the following:

1. Providing accurate and truthful information on Company employment forms or other Company records or documents;

2. Avoid engaging in unnecessary or unauthorized use of the Company's supplies for personal purposes;

3. Not engaging in fighting or using obscene, abusive, or threatening language or gestures;

4. Complying with a supervisor's reasonable, work-related instructions;

5. Not engaging in intentional misrepresentation of facts to a supervisor, other Company employees, or student's parent in the conduct of the Company's business;

6. Not attempting to encourage or coerce a student to withhold information from the student's parent;

7. Not attempting to influence any student regarding political or religious doctrine or beliefs on a campus or Company location;

8. Compliance with the Company's Guidelines for working with students;

9. In the spirit of teamwork, maintaining an effective working relationship, or maintaining good rapport, with parents, the community, or colleagues, where appropriate.

Any violation of this Code of Conduct is considered a violation of a workplace conduct rule and may subject you to disciplinary action, up to and including an unpaid suspension and/or termination of employment.

REPORTING CHILD ABUSE

As educational professionals, we have a responsibility to provide the children we teach with the opportunity to obtain the best education possible. However, our responsibility does not end there. We also have a legal responsibility to report any information that we receive that leads us to suspect that a child has been abused, neglected, or abandoned.

This policy is designed to provide guidelines for reporting suspected child abuse, neglect, and abandonment.

Florida Statutes require that all School personnel immediately (and within no more than 24 hours) report situations involving potential child abuse, neglect, or abandonment. The statute contains these definitions:

"Abuse": any willful act or threatened act that results in any physical, mental, or sexual abuse, injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired.

"Neglect": when a child is deprived of, or is allowed to be deprived of, necessary food, clothing, shelter, or medical treatment or a child is permitted to live in an environment when such deprivation or environment causes the child's physical, mental, or emotional health to be significantly impaired or to be in danger of being significantly impaired.

"Abandonment": a situation in which the parent or legal custodian of a child or, in the absence of a parent or legal custodian, the caregiver, while being able, has made no significant contribution to the child's care and maintenance or has failed to establish or maintain a substantial and positive relationship with the child, or both. For purposes of this subsection, "establish or maintain a substantial and positive relationship" includes, but is not limited to, frequent and regular contact with the child through frequent and regular visitation or frequent and regular communication to or with the child, and the exercise of parental rights and responsibilities..

If you know or suspect that a child:

(a) is abused, abandoned, or neglected by a parent, caregiver, or any other person responsible for the child's welfare,

(b) that a child is in need of supervision and care and has no parent, legal custodian or responsible adult relative immediately known and available to provide supervision and care,

(c) has been abused by an adult other than a parent, legal custodian caregiver or other person responsible for the child's welfare

(d) is the victim of sexual abuse or the victim of a known or suspected juvenile sexual offender,

You are responsible for reporting your knowledge or suspicion to the Florida Abuse Hotline. This Hotline accepts reports 24 hours a day, 7 days a week.

Reports to the Florida Abuse Hotline can be made in the following ways:

(a) report online at https://reportabuse.dcf.state.fl.us/

(b) call 1-800-962-2873

(c) Florida Relay 711 or TTY 800-453-5145

(d) fax your report to 800-914-0004

You must also bring the matter to the immediate attention of Human Resources.

Employees who report concerns of suspected abuse, abandonment, or neglect are expected to cooperate in any investigation by child protective services. In addition, under the provisions of Florida Stat. § 39.203, employees who, in good faith, report suspected child abuse, neglect, or abandonment are immune from civil or criminal liability for reporting such information and participating in any investigation. Other than the report itself and the communication of appropriate information to Human Resources, the information about the suspected child abuse, abandonment, or neglect should remain confidential for the protection of the child.

You should also understand that the failure to promptly report suspected abuse, abandonment, or neglect can result in criminal charges for a first-degree misdemeanor. In addition, an educator's teaching certificate may be suspended for knowingly failing to report child abuse, abandonment, or neglect. Finally, employees are reminded of their obligations to report employee misconduct that affects the health, safety, or welfare of children, in accordance with our **Employee Code of Conduct and Guidelines**. Failure to do so will result in disciplinary action and could result in the suspension of an educator's teaching certificate.

You will not be retaliated against or disciplined in any way for making a good faith report of abuse, neglect or abandonment. If you believe that any employee has retaliated against you for such good faith report, you must immediately report that concern to Human Resources. In addition, you should note that Florida's child abuse reporting law (Fla. Stat. 39.203) provides immunity to persons who report actual or suspected cases of child abuse in good faith.

You will not be retaliated against or disciplined in any way for making a good faith report of misconduct. If you believe that any employee has retaliated against you for such good faith report, you must immediately report that concern to one of the above individuals. In addition, you should note that Florida's child abuse reporting law (Fla. Stat. 39.203) provides immunity to persons who report actual or suspected cases of child abuse in good faith.

Employer References: Due to certain legal requirements, only Human Resources and

authorized management personnel of ALS are permitted to respond to requests for references from potential employers regarding a current or former employees. Only the employer is protected by a qualified privilege for disclosure of information about a current or former employee to a prospective employer.

ACKNOWLEDGEMENT

Important notice – Disclaimer

This employee handbook ("handbook") is a guide to general employment procedures and policies of accelerated learning solutions ("ALS"). I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the handbook and to comply with them. The handbook is for information purposes only and is not a contract of employment. Any ALS procedure or policy, including any policy, procedure, or provision in or referred to in this handbook, may be modified, amended, or deleted by ALS at any time, with or without notice, except the employment at-will relationship. This edition of the ALS employee handbook supersedes and replaces all previous editions and any prior employee manuals.

This handbook does not and is not intended to address every possible employer/employee situation. Als reserves the right to take action or make a decision which is inconsistent with the provisions of this handbook to address unique situations, on a case-by-case basis, in ALS's sole discretion.

This handbook does not in any way alter the employment status of all ALS employees, which is "at-will." This means that either you or ALS can terminate the employment relationship at any time, for any or no reason, with or without cause, and with or without notice. No contrary statement by any ALS employee, supervisor, or agent shall have any force or effect, unless it is in writing, states that it is a "contract of employment," and is signed by vice president of operations of ALS.

Employee acknowledgment

I acknowledge receipt of the handbook and that i have read, understand, and will comply with policies contained in this handbook and will read and understand any revisions made to it. I understand the handbook is not an employment contract, and I know that my employment is "at-will" as defined above.

_____
Employee's Signature

_____
Employee's Name (please print)

_____
Date

Application Number: _____

Time and Date: _____ / _____

Office Use Only

<<School Name>> HIGH SCHOOL

Tuition Free Public Charter School

Florida High School for Accelerated Learning is dedicated to helping at-risk students earn a standard high school diploma and prepare for post-secondary success.

Pursuant to Florida Statute 1002.31, enrollment in this school is open to students residing in any Florida school district who are not subject to a current expulsion or suspension unless the school has reached its enrollment capacity.

Enrollment Application

_____ _____

Student's Name (Last, First, Middle) **Date**

All students enrolled in School Name High School are students of Manatee County Public Schools, subject to applicable policies and entitled to same rights.

Please check your preference on which session you would like to attend?

☐ **Morning Session: 7:00 a.m. – 12:00 p.m.** ☐ **Afternoon Session: 12:30 p.m. – 5:30 p.m.**

Please check how did you hear about us?

☐ Social Media ☐ My Current School ☐ Radio/Streaming Audio ☐ Brochure/Postcard
☐ FinishSchool Website ☐ Church ☐ Google Search/Google Ad ☐ Community Event
☐ YouTube ☐ School Sign ☐ Other: _____
☐ A Current or Former Student: _____

Student Workplace:
_____
Address:
_____
City, State, Zip Code:
_____
Phone Number:
_____
Permission Granted to be Contacted:
Yes _____ No_____

Do you volunteer?
Yes _____ No_____

Where: _____

Office Use Only:
___Date Packet Rec'd
___Entered STARS
___Birth Certificate/ Passport*
___Parent or Student Picture ID*
___Immunizations*
___Physical, as applicable*
___Proof of Address*

___Withdrawal Form
___Transcript
___Student Detail Report
___IEP ___504 Plan
___ESOL
___Health Insurance Card
___Map Quest

*Required

Student Registration Packet

PART 1: Demographic Information **Date:** _____

STUDENT INFORMATION

Last Name: _____ First Name: _____ Middle Name: _____

Date of Birth:_____ Student ID #:_____ Grade:_____

Race: _____ Gender: M or F

Student's Home Address:_____ Apt #:_____

City:_____ State: FL Zip Code:_____ Student Cell #:(_____)_____

Student's Email address: _____

Transferring from (home school):_____

Other schools attended outside of Manatee Co: _____School District: _____

Native Language: _____

PARENT/GUARDIAN CONTACT INFORMATION

Last Name: _____ First Name: _____ Middle Name: _____

Relationship to Child:_____ Email address: _____

Address: _____ Apt. #_____ City: _____ State: ___ Zip: _____

Home #: (____) _____ Work #: (____)_____Cellular #: (___)_____

Last Name: _____ First Name: _____ Middle Name: _____

Relationship to Child:_____ Email address: _____

Address: _____ Apt. #_____ City: _____ State: ___ Zip: _____

Home #: (____) _____ Work #: (____)_____Cellular #: (___)_____

PARENTAL AUTHORIZATION

In addition to the guardian information, only the following persons will be authorized to drop off and pick up the student:

1. Name: _____Relationship:_____ Telephone: _____
2. Name: _____Relationship:_____ Telephone: _____
3. Name: _____Relationship:_____ Telephone: _____

Please list the name of any individual who is legally restrained or not authorized to contact the student:

1. Name(s): _____ Relationship: _____
2. Name(s): _____ Relationship: _____

CONSENT TO ENROLL

I do hereby grant permission for enrollment into School Name High School. I acknowledge that this enrollment is strictly voluntary and this enrollment has not been forced or mandated by the school or any official from Manatee County Public Schools. I further understand that I may terminate enrollment at this school for enrollment into another Manatee County Public school or school choice option so long as my child meets the requirements of compulsory education and is in good standing with the District's code of conduct (i.e. is not presently serving an expulsion). I attest that all the information given in the Student Enrollment Packet is accurate and truthful.

Parent/Guardian Signature: _____ Student Signature (over age 18):_____

I have reviewed the information on this page _____
(Please initial)

PART 2: Legal, Emergency & Medical Information Student Name:_____

MEDIA RELEASE

I do hereby grant permission for ALS Education, and School Name High School to reproduce, release and publish all media announcements, success stories to include academic and personal progress achieved, including photographs, interviews, audio/visual, or sound recordings of this student, while attending School Name High School.

Parent/Guardian Signature: _____ Student Signature (over age 18):_____

PERMISSION FOR EMERGENCY CARE

In the event of an accident or other emergency, when parent/guardian are unavailable, I hereby authorize a representative of the school In the event the physician is not available, I give permission for care and treatment to be performed by any licensed physician. The undersigned agrees to bear all costs incurred as a result of the foregoing.

Physician's Name: _____ Phone Number: _____

Is there any medical condition or illness we should be aware of: _____

Are you taking prescription medication (daily or occasionally)? Yes/ No If yes, name of the prescription: _____

How does this condition impact the student? _____

Parent/Legal Guardian Name (print): _____ Parent/Legal Guardian Name (signature): _____

Eligible Student's Name (print): _____ Eligible Student's Name (signature): _____

CONSENT FOR RELEASE OF RECORDS

I hereby grant consent for my child to enroll in School Name High School and do hereby grant permission to and direct the School District of Manatee County to release any and all of this student's education records, including all academic, discipline, and health records to School Name High School. School Name High School is an educational alternative that emphasizes parental partnership in a voluntary placement for academic service to my child's progress and achievement in school. I also understand that as a parent I have the right to request a review of placement and request a review for evaluation for services offered in other School Name High School: advanced placement, vocational education, exceptional education, school-to-work offerings and alternative placements.

The school maintains all student education records in accordance with the Family Educational and Privacy Rights Act, 20 (U.S.C. § 1232g; 34 CFR Part 99) and releases such records only as provided therein. Certain information about School Name High School students is considered directory information and will be released to anyone who follows procedures for requesting it, unless the parent objects in writing to the release of any or all directory information about the student. Directory information includes: a student's name, address, telephone number, date and place of birth, photograph, and participation in officially recognized activities and sports, weight and height of members of athletics teams, dates of attendance, awards received in school, and most recent school attended. The undersigned understands and acknowledges that any objection to release of directory information must be made in writing to the school within ten school days after the parent receives this notice.

Additionally, School Name High School may from time to time have approved visitors at school such as local community leaders or education officials who are not employees of School Name or ALS. During such visits, students are sometimes asked about their school experience and may choose to share information such as courses, credits, attendance, or other information from their dashboard. I agree that my child may participate in such visits including sharing student record information upon request.

Parent/Guardian Signature: _____ Student Signature (over age 18):_____

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW *OF* STUDENT / PARENT HANDBOOK

We understand and consent to the responsibilities outlined in School Name High School *Student /Parent Handbook* and the *District Code of Student Conduct*. We also understand and agree that the student shall be held accountable for the behavior and consequences as outlined in the *Student /Parent Handbook* and *District Code of Student Conduct* at school and at school-sponsored and school-related activities (including school-sponsored travel) and for any school-related misconduct, regardless of time or locations.

We have received, read, and understand School Name High School *Student /Parent Handbook* and the *District Code of Student Conduct.*

Parent/Guardian Signature: _____ Student Signature (over age 18):_____

I have reviewed the information on this page _____
(Please initial)

PART 3: Search Consent Form, Bus Policy and NCAA

Search Consent Form

It is the policy of School Name High School to prohibit the use, possession, concealment, transportation or distribution of illegal or unauthorized items, including but not limited to, illegal drugs, look-alike drugs and drug paraphernalia, tobacco, lighters, matches, alcoholic beverages, weapons, ammunition, and/or stolen property, while entering, on, or leaving school property or attending school-sponsored functions or events.

For the protection of the students, teachers and employees of School Name High School, students may be required to submit their person, personal effects, vehicles, belongings, and any other items to a search by school officials or other authorized representatives.

Your signature below constitutes your consent to the inspection of the student's person, personal effects, vehicle, and/or other belongings or items.

Parent/Guardian Signature: _____ Student Signature (over age 18):_____

Bus Policy Form

Eligible students that are enrolled in the school will be issued a bus pass upon and throughout the entire enrollment period. A student is eligible for transportation services/ bus passes who reside two or more miles from the school. Bus passes will be purchased from the local Transportation Authority for all eligible students.

The student will receive assistance, if needed, during the Orientation session to identify the closest bus stop to and the number of busses the student will have to ride to get to and from the school. The student will be solely responsible for his/her bus passes at all times. The school will not reissue bus passes due to loss, damage or inappropriate use.

Bus route (public transportation) times do not always align perfectly with school schedules. Students are expected to be present in class for the duration of their assigned session for a total of 5 hours. Students should remain on campus and in class while waiting for the next bus. If students choose to leave school prematurely, please be aware that excessive early dismissal can jeopardize academic progress and continuation in the program.

My student has permission to take public transportation to and / or from school: Yes / No

My student has permission to walk to and / or from school, if applicable: Yes / No

How will your student get to / from school? ☐ Bus Pass ☐ Bus Pass / Driver ☐ Bus Pass / Parent Pick Up

☐ Bus Pass / Rail ☐ Driver ☐ Parent Pick Up ☐ Parent Pick Up / Driver ☐ Walk – Ride a Bike

Parent/Guardian Signature: _____ Student Signature:_____

NATIONAL COLLEGIATE ATHLETIC ASSOCIATION

School Name HS is accredited by AdvancED Corporation Systems Accreditation, Southern Association of Colleges and Schools, and is currently seeking NCAA eligibility. This document is to notify the parent/ guardian and student that although School Name HS is in the process of applying for NCAA eligibility, the School does not currently have such status. Therefore, students that may seek Division I, Division II, or Division III scholarships may not be eligible at this time. Note: Failure to disclose student's intention to seek college athletic scholarship opportunities may negatively impact future athletic scholarship opportunities.

_____ Student WILL NOT be seeking college athletic scholarship opportunities.
_____ Student may be seeking college athletic scholarship opportunities.

By signing below I certify that I understand the NCAA eligibility implications and still wish to continue with the enrollment process.

Parent/Guardian Signature: _____ Student Signature:_____

I have reviewed the information on this page _____
(Please initial)

Student Services Information Page **Student's Name:** _____

INTEREST IN COUNSELING AND/OR CASE MANAGEMENT SERVICES

Various service providers partner, including university master's level interns, with School Name High School to offer onsite and offsite services to students and families with specific needs. Criteria for services vary for each agency. **Please contact the Family Support Specialist at School Name High School to determine what services may be appropriate for your student**. Parents, guardians, students, or school staff may suggest counseling and/or case management services at any time during a student's enrollment.

Student's name: _____

Student DOB: ___/___/___

Is the student a parent or a parent to be? **YES/NO**

Is your child currently receiving counseling services? **YES/NO**

If "yes", what program: _____ Diagnosis/Medication: _____

If no, would you like to request counseling and/or case management services from one of our providers? **YES/NO**

Does the student have Medicaid? **YES/NO** If "yes", what is the Medicaid number: _____Plan Name: _____

Do you have an open case with DCF? **YES/NO** If "yes" Case Worker/Number: _____

Does the student have an open case with the Juvenile Justice system? **YES/NO**

Probation Officer: _____ Phone number: _____

PLEASE MARK ALL THAT APPLY TO YOUR CHILD'S PRESENT ISSUES/BEHAVIORS:

☐ Caregiver of Household Member	☐ Hallucinations And/or Delusions	☐ Stealing, Lying, Cheating
☐ Grief or Loss issues	☐ Eating Problems	☐ Self-Mutilation
☐ Poor Attention Span/Impulsivity Issues	☐ Sleeping Difficulties	☐ Easily Angered Or Irritable
☐Substance/Alcohol Abuse	☐ Fire Setting/Property Destruction	☐ Cruelty To Animals
☐ ADHD	☐ Family/Relationship Issues	☐ Withdrawn/Depressed
☐Pregnancy Or Parenting Needs	☐ Argumentative/Defiant	☐ Poor Anger Management
☐ Suicidal/Homicidal Threats Or Thoughts	☐ Deteriorating School Behavior	☐ Health Issues
☐ Gang Activity	☐ Sexual Abuse	☐ Family Issues
☐ Suicide/Homicidal Attempts	☐ Verbally/Physically Abusive	☐ Other Mental Health Issues
☐ Homelessness	☐ Anxiety	☐ Violence in Home or Community
☐ Sexual and Gender Identity	☐ ESE/IEP-behavioral health needs	☐ Current Foster Care/DJJ issues
Other concerns not mentioned (please specify below):		

I understand that submitting this form does not guarantee that services or providers will be available. However, I give permission for School Name High School to release my child's name and the information on this form to service providers. Service Providers may conduct an initial meeting with student to determine services needed and will contact the parent/guardian to explain the scope of their services and obtain verbal or written consent for treatment.

Parent/Guardian Signed: _____ Date: _____/_____/_____

Student Signed: _____ Date: _____/_____/_____

Contact Number: Home _____ Work _____ Other _____

I have reviewed the information on this page _____
(Please initial)

School Name High School

Your child is choosing to attend School Name High School and as such, is considered a student of MCPS. This school is designed to help students develop academic skills, increase attendance, and take responsibility for their own behavior and education while pursuing his/her diploma.

In order to ensure a smooth transition into School Name High School, it is important that you and your child review and understand the following information:

- ✓ All cell phones and any other personal electronic devices, including but not limited to music devices, hands-free devices, smart watches, portable games, touch screen devices, will be collected upon entry and held until dismissal. These items are not permitted in the classroom.
- ✓ Since the school is not responsible for loss or damage of these items including cell phones; therefore, it is our strong recommendation that they not be brought on campus.
- ✓ Students must complete a required orientation upon enrollment.
- ✓ When the School reaches capacity, students will be admitted based on the lottery policy regardless of race, gender religion or ethnic origin and our admission and dismissal procedures will be equitable for all students.
- ✓ The School operates in conjunction to the District's calendar. It is an expectation that all students attend school on a regular basis. Failure to attend school throughout the entire school year may result in the student being withdrawn or initiation of truancy procedures. Please refer to the attached School's calendar for further information.
- ✓ Students will wear appropriate attire, which is consistent to the District's dress code.
- ✓ Bus Passes will be offered to eligible students for public transportation.
- ✓ A parent/guardian (or emancipated student) must complete and sign all forms in the Enrollment Packet prior to attending class.
- ✓ Students will follow attendance procedures.
- ✓ To ensure safety to all, students will pass through a metal detector upon entry each day.
- ✓ Several School District required forms may need to be completed in addition to this packet.
- ✓ Upon enrollment, every student will be expected to agree to and sign an attendance and behavior contract which reinforces the discipline and dismissal procedures as per School guidelines.
- ✓ Some of our APEX courses may not be accepted by the NCAA with regard to Athletic Scholarships for Division I, II or III schools.
- ✓ Students enrolled in a FLVS course must be reviewed and approved by school.
- ✓ Parents are always welcome at the school – Appointment recommended.

I understand the statements above and have had an opportunity to ask questions about School Name High School.

Parent/Guardian Signature: _____ Date:_____

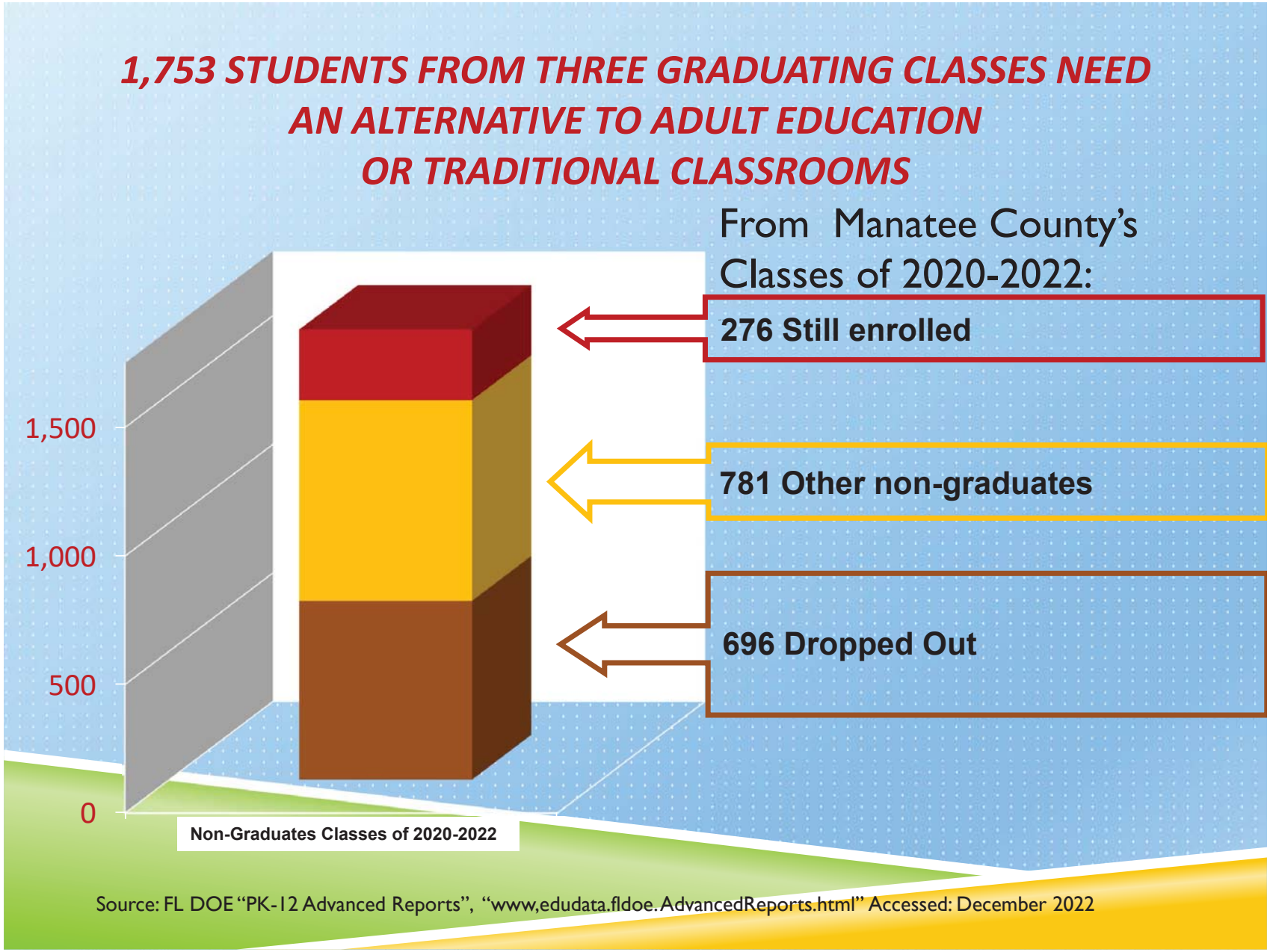
Student Signature: _____ Date:_____

I have reviewed the information on this page _____
(Please initial)

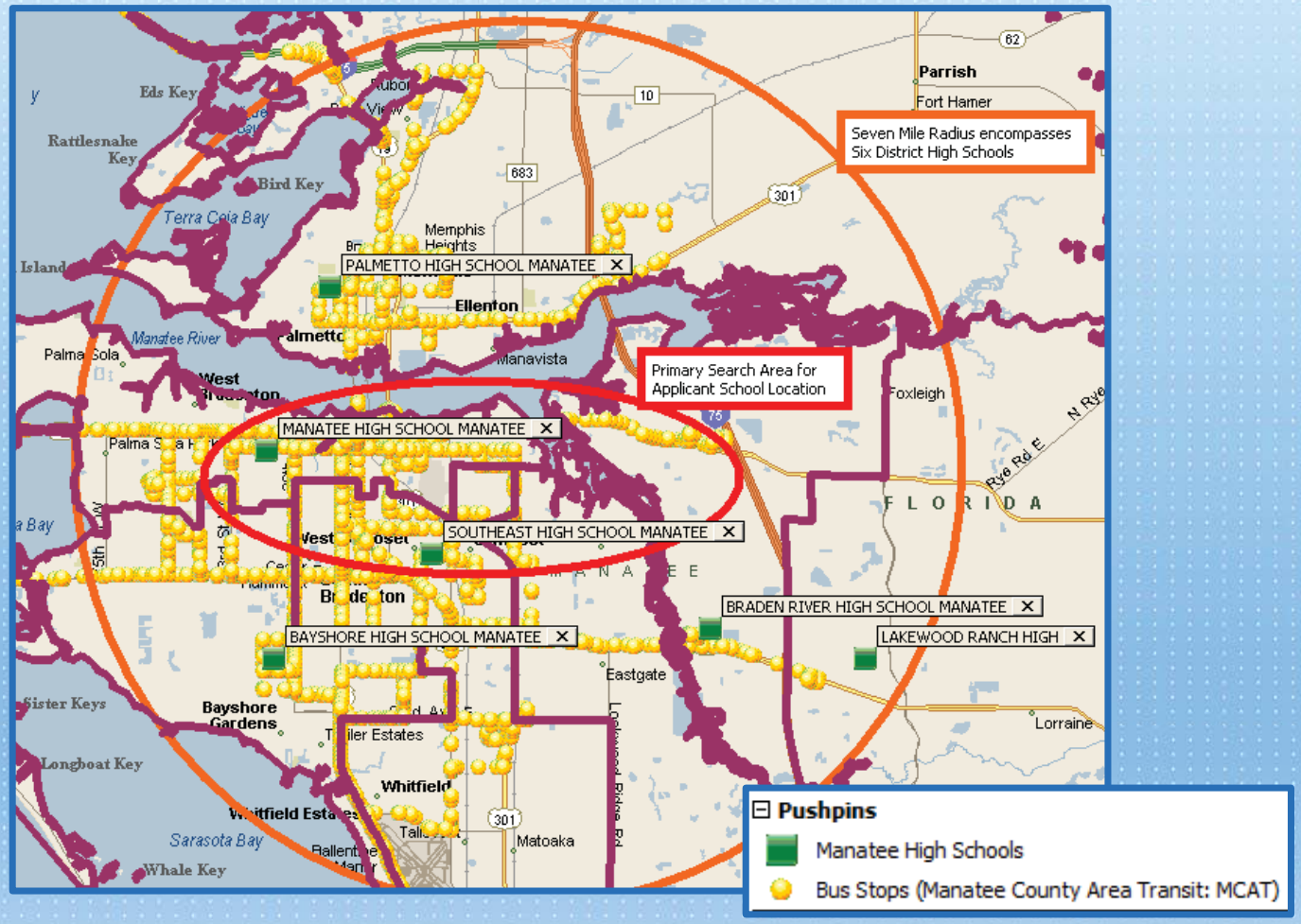
WHY THERE IS A NEED FOR DROPOUT PREVENTION AND RECOVERY SCHOOLS IN MANATEE COUNTY

- 56% (4,273) SDMC students in the 9th and 10th grades scored at Level I or II on FSA ELA Assessment in 2022-23.
- 41% (1,609) SDMC students did not meet state standard on Algebra I EOC Assessment in 2022-23.
- 1,128 students from the Classes of 2020-2022 dropped out or did not graduate on time.

Source for cohort, graduates, dropouts and other non-graduates: FL DOE "PK-12 Advanced Reports", www.edudata.fldoe.org/AdvanceReports.html accessed January 2023.


1,753 STUDENTS FROM THREE GRADUATING CLASSES NEED
AN ALTERNATIVE TO ADULT EDUCATION
OR TRADITIONAL CLASSROOMS
From Manatee County's
Classes of 2020-2022:
276 Still enrolled
781 Other non-graduates
696 Dropped Out
1,500
1,000
500
0
Non-Graduates Classes of 2020-2022
Source: FL DOE "PK-12 Advanced Reports", "www,edudata.fldoe.AdvancedReports.html" Accessed: December 2022

A School Located in the Bradenton Area will Assist Off-Track, Severely At-Risk students from Six Nearby High Schools



Non-Graduates and At-Risk Students from the District High Schools in the Bradenton Area

Center of 7-mile Radius	District High Schools in Area	Non-Graduates from these six schools Classes of 2020-2022	Students Scoring Below Standard on 2023 Algebra I EOC	Students Scoring Below Standard on 2023 Grade 9 and 10 ELA FSA
Central Bradenton	Bayshore HS Braden River HS Lakewood Ranch HS Manatee HS Palmetto HS Southeast HS	1,128	1,073	3,301

Additional At-Risk Students from the District Middle Schools within 7 Miles of Downtown Bradenton

Center of 7-mile Radius	District High Schools in Area	Students Scoring Below Standard on 2023 Grade 7 and 8 FSA Math	Students Scoring Below Standard on 2023 Grade 7 and 8 FSA ELA
Central Bradenton	Braden River MS Buffalo Creek MS Carlos Haile MS Dr. Mona Jain MS Electa Lee MS Lincoln MS Martha King MS W.D. Sugg NS	772	1,377

EVIDENCE OF FACILITY FUNDING (Not applicable)

The Florida Model Charter School application requires:

> **If the site is acquired:** Identify, if applicable, any funding sources (other than state and local funding) that will be applied to facilities-related costs and include evidence of such (e.g. letter, MOU) as Attachment U.

As stated on page 3 of this application, "A facility has not yet been identified, but the applicant intends to serve students in the Bradenton area of Manatee County."

Since a facility has not yet been identified or acquired, this attachment is not applicable.

DRAFT RENTAL AGREEMENT (Not applicable)

The Florida Model Charter School application requires:

> **If the site is acquired:** If renting an existing facility, provide draft lease agreement as Attachment V.

As stated on page 3 of this application, "A facility has not yet been identified, but the applicant intends to serve students in the Bradenton area of Manatee County."

Since a facility has not yet been identified or acquired, this attachment is not applicable.

/enue Estimate Worksheet for FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County **Charter Scl**

Based on the 2023-24 FEFP Second Calculation

School District: Manatee

1. 2022-23 FEFP State and Local Funding

Base Student Allocation $5,139.73 Comparable Wage Factor: 1.0000

Small District Factor 1.0000

Program	Number of FTE	Program Cost Factor	Weighted FTE	2022-23 Base Funding (WFTE x BSA x DCD)
(1)	(2)	(3)	(4)	(5)
101 Basic K-3		1.126	0.0000	$ -
111 Basic K-3 with ESE Services		1.126	0.0000	$ -
102 Basic 4-8	18.46	1.000	18.4600	$ 94,879
112 Basic 4-8 with ESE Services	4.42	1.000	4.4200	$ 22,718
103 Basic 9-12	123.54	0.999	123.4165	$ 634,327
113 Basic 9-12 with ESE Services	29.58	0.999	29.5504	$ 151,881
254 ESE Level 4 *(Grade Level PK-3)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 4-8)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 9-12)*		3.674	0.0000	$ -
255 ESE Level 5 *(Grade Level PK-3)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 4-8)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 9-12)*		5.401	0.0000	$ -
130 ESOL *(Grade Level PK-3)*		1.206	0.0000	$ -
130 ESOL *(Grade Level 4-8)*	3.12	1.206	3.7627	$ 19,339
130 ESOL *(Grade Level 9-12)*	20.88	1.206	25.1813	$ 129,425
300 Career Education *(Grades 9-12)*		0.999	0.0000	$ -
Totals	200.00		204.7909	$ 1,052,569

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Additional FTE (a)	Number of FTE *Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (a) below.*	2022-23 Base Funding (WFTE x BSA x DCD)
Advanced Placement		$ -
International Baccalaureate		$ -
Advanced International Certificate		$ -
Industry Certified Career Education		$ -
Early High School Graduation		$ -
Small District ESE Supplement		$ -
Dual Enrollment		$ -

Total Additional FTE	0.0000	Additional Base Funds	$	-
Total Funded Weighted FTE	204.7909	Total Base Funding	$	1,052,569

2. ESE Guaranteed Allocation:	FTE	Grade Level	Matrix Level	Guarantee Per Student	
		PK-3	251	$ 1,011	$ -
		PK-3	252	$ 3,266	$ -
Additional Funding from the ESE Guaranteed Allocation.		PK-3	253	$ 6,664	$ -
Enter the FTE from 111,112 and 113 by grade and matrix	4.42	4-8	251	$ 1,134	$ 5,012
level. Students who do not have a matrix level should be		4-8	252	$ 3,388	$ -
considered 251. This total should equal all FTE from		4-8	253	$ 6,787	$ -
programs 111, 112 and 113 above.	29.58	9-12	251	$ 807	$ 23,871
		9-12	252	$ 3,062	$ -
		9-12	253	$ 6,460	$ -
Total FTE with ESE Services	34.00		Total ESE Guarantee		$ 28,883

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 200.00 ÷ District's Total UFTE: 51,737.07 = 0.3866%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E37 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 204.79 ÷ District's Total WFTE: 56,120.69 = 0.3649%

4. Supplemental Academic Instruction (UFTE share)	(b)	12,746,432	x	0.3866%	$	49,278
5. Discretionary Millage Compression Allocation .748 Mills (UFTE share)	(b)	0	x	0.3866%	$	-
6. Safe Schools Allocation (UFTE share)	(b)	3,646,974	x	0.3866%	$	14,099
7. Instructional Materials Allocation (UFTE share)	(b)	4,001,959	x	0.3866%	$	15,472
Dual Enrollment Instructional Materials Allocation	(d)					
ESE Applications Allocation:						
Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.						
8. Mental Health Assistance Allocation (UFTE share)	(b)	2,399,453	x	0.3866%	$	9,276
9. Total Funds Compression and Hold Harmless Allocation (UFTE share)	(b)	1,455,045	x	0.3866%	$	5,625
10. Sparsity Supplement (WFTE share)	(c)	0	x	0.3649%	$	-
11. Reading Allocation (WFTE share)	(c)	2,861,824	x	0.3649%	$	10,443
12. Discretionary Local Effort (WFTE share)	(c)	43,061,809	x	0.3649%	$	157,133
13. Teacher Salary Increase Allocation Funds:	(k)					
Maintenance Portion (WFTE share)	(c) (e) (j)	0	x	0.3649%	$	-
Growth Portion (WFTE share)	(c) (e) (j)	0	x	0.3649%	$	-
Total TSIA Allocation (Maintenance + Growth)					$	-
14. Proration to Funds Available (WFTE share)	(c)	(576,756)	x	0.3649%	-$	2,105

15. Class Size Reduction Funds:

	Weighted FTE (not including Add-On)	X	DCD	X	Allocation factors				
PK - 3	0.0000		1.0000		964.60	=	0		
4-8	26.6427		1.0000		920.98	=	24,537		
9-12	178.1482		1.0000		923.21	=	164,468		
Total *	204.7909						Total Class Size Reduction Funds	$	189,005

*(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)*

16. Student Transportation	(f)					
Enter All Adjusted Fundable Riders	40		x	549	$	21,960
Enter All Adjusted ESE Riders			x	1,696	$	-

17. Federally Connected Student Supplement (g)

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation		Total
Military and Indian Lands		$0.00	$0.00	$	-
Civilians on Federal Lands		$0.00	$0.00	$	-
Students with Disabilities			$0.00	$	-
Total				$	-

18. Florida Teachers Classroom Supply Assistance Program	(h)			
19. Food Service Allocation	(i)			
		Total	$	1,551,638
20. Total with annual funding increase assumption of 1.5% (10 year historical average ~2.0%)	(j)		$	1,622,514
21. Funding for the purpose of calculating the administrative fee for ESE charter schools.	(k)			
If you have more than a 75% ESE student population, please place a 1 in the following box:			$	-

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation, the small district ESE Supplement and Dual Enrollment pursuant to s. 1011.62(1)(i-p), F.S.

(b) District allocations multiplied by percentage from item 3A.

(c) District allocations multiplied by percentage from item 3B.

(d) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(i), F.S.

(e) This allocation will be frozen as of the 2022-23 FEFP Second Calculation and will not be recalculated throughout the year. Charter school allocations should be distributed on weighted FTE (or base funding as is done in the FEFP) and are recommended not to be recalculated with fluctuations in student enrollment later in the year.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a)3, F.S., a school's sponsor may not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.

(k) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

ıue Estimate Worksheet for FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County Charter S

Based on the 2023-24 FEFP Second Calculation

School District: Manatee

1. 2022-23 FEFP State and Local Funding

Base Student Allocation $5,139.73 Comparable Wage Factor: 1.0000

Small District Factor 1.0000

Program	Number of FTE	Program Cost Factor	Weighted FTE (2) x (3)	2022-23 Base Funding (WFTE x BSA x DCD)
(1)	(2)	(3)	(4)	(5)
101 Basic K-3		1.126	0.0000	$ -
111 Basic K-3 with ESE Services		1.126	0.0000	$ -
102 Basic 4-8	32.31	1.000	32.3050	$ 166,039
112 Basic 4-8 with ESE Services	7.74	1.000	7.7350	$ 39,756
103 Basic 9-12	216.20	0.999	215.9788	$ 1,110,073
113 Basic 9-12 with ESE Services	51.77	0.999	51.7132	$ 265,792
254 ESE Level 4 *(Grade Level PK-3)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 4-8)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 9-12)*		3.674	0.0000	$ -
255 ESE Level 5 *(Grade Level PK-3)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 4-8)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 9-12)*		5.401	0.0000	$ -
130 ESOL *(Grade Level PK-3)*		1.206	0.0000	$ -
130 ESOL *(Grade Level 4-8)*	5.46	1.206	6.5848	$ 33,844
130 ESOL *(Grade Level 9-12)*	36.54	1.206	44.0672	$ 226,494
300 Career Education *(Grades 9-12)*		0.999	0.0000	$ -
Totals	350.00		358.3840	$ 1,841,998

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Additional FTE (a)	Number of FTE *Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (a) below.*	2022-23 Base Funding (WFTE x BSA x DCD)
Advanced Placement		$ -
International Baccalaureate		$ -
Advanced International Certificate		$ -
Industry Certified Career Education		$ -
Early High School Graduation		$ -
Small District ESE Supplement		$ -
Dual Enrollment		$ -

Total Additional FTE	0.0000	Additional Base Funds	$	-
Total Funded Weighted FTE	358.3840	Total Base Funding	$	1,841,998

2. ESE Guaranteed Allocation:	FTE	Grade Level	Matrix Level	Guarantee Per Student		
		PK-3	251	$ 1,011	$	-
		PK-3	252	$ 3,266	$	-
Additional Funding from the ESE Guaranteed Allocation.		PK-3	253	$ 6,664	$	-
Enter the FTE from 111,112 and 113 by grade and matrix	7.74	4-8	251	$ 1,134	$	8,771
level. Students who do not have a matrix level should be		4-8	252	$ 3,388	$	-
considered 251. This total should equal all FTE from		4-8	253	$ 6,787	$	-
programs 111, 112 and 113 above.	51.77	9-12	251	$ 807	$	41,774
		9-12	252	$ 3,062	$	-
		9-12	253	$ 6,460	$	-
Total FTE with ESE Services	59.50			Total ESE Guarantee	$	50,545

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 350.00 ÷ District's Total UFTE: 51,737.07 = 0.6765%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E37 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 358.38 ÷ District's Total WFTE: 56,120.69 = 0.6386%

4. Supplemental Academic Instruction (UFTE share)	(b)	12,746,432	x	0.6765%	$	86,230
5. Discretionary Millage Compression Allocation .748 Mills (UFTE share)	(b)	0	x	0.6765%	$	-
6. Safe Schools Allocation (UFTE share)	(b)	3,646,974	x	0.6765%	$	24,672
7. Instructional Materials Allocation (UFTE share)	(b)	4,001,959	x	0.6765%	$	27,073
Dual Enrollment Instructional Materials Allocation	(d)					
ESE Applications Allocation:						
Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.						
8. Mental Health Assistance Allocation (UFTE share)	(b)	2,399,453	x	0.6765%	$	16,232
9. Total Funds Compression and Hold Harmless Allocation (UFTE share)	(b)	1,455,045	x	0.6765%	$	9,843
10. Sparsity Supplement (WFTE share)	(c)	0	x	0.6386%	$	-
11. Reading Allocation (WFTE share)	(c)	2,861,824	x	0.6386%	$	18,276
12. Discretionary Local Effort (WFTE share)	(c)	43,061,809	x	0.6386%	$	274,993
13. Teacher Salary Increase Allocation Funds:	(k)					
Maintenance Portion (WFTE share)	(c) (e) (j)	0	x	0.6386%	$	-
Growth Portion (WFTE share)	(c) (e) (j)	0	x	0.6386%	$	-
Total TSIA Allocation (Maintenance + Growth)					$	-
14. Proration to Funds Available (WFTE share)	(c)	(576,756)	x	0.6386%	-$	3,683

15. Class Size Reduction Funds:

	Weighted FTE (not including Add-On)	X	DCD	X	Allocation factors				
PK - 3	0.0000		1.0000		964.60	=	0		
4-8	46.6248		1.0000		920.98	=	42,941		
9-12	311.7592		1.0000		923.21	=	287,819		
Total *	358.3840						Total Class Size Reduction Funds	$	330,760

*(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)*

16. Student Transportation	(f)					
Enter All Adjusted Fundable Riders	70		x	549	$	38,430
Enter All Adjusted ESE Riders			x	1,696	$	-

17. Federally Connected Student Supplement (g)

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation		Total
Military and Indian Lands		$0.00	$0.00	$	-
Civilians on Federal Lands		$0.00	$0.00	$	-
Students with Disabilities			$0.00	$	-
Total				$	-

18. Florida Teachers Classroom Supply Assistance Program	(h)		
19. Food Service Allocation	(i)		
		Total	$ 2,715,369

20. Total with annual funding increase assumption of 1.5% (10 year historical average ~2.0%)	(j)	$	2,881,994

21. Funding for the purpose of calculating the administrative fee for ESE charter schools.	(k)		
If you have more than a 75% ESE student population, please place a 1 in the following box:		$	-

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation, the small district ESE Supplement and Dual Enrollment pursuant to s. 1011.62(1)(i-p), F.S.

(b) District allocations multiplied by percentage from item 3A.

(c) District allocations multiplied by percentage from item 3B.

(d) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(i), F.S.

(e) This allocation will be frozen as of the 2022-23 FEFP Second Calculation and will not be recalculated throughout the year. Charter school allocations should be distributed on weighted FTE (or base funding as is done in the FEFP) and are recommended not to be recalculated with fluctuations in student enrollment later in the year.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a)3, F.S., a school's sponsor may not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.

(k) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

ue Estimate Worksheet for FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County Charter S

Based on the 2023-24 FEFP Second Calculation

School District: Manatee

1. 2022-23 FEFP State and Local Funding

Base Student Allocation $5,139.73 Comparable Wage Factor: 1.0000

Small District Factor 1.0000

Program	Number of FTE	Program Cost Factor	Weighted FTE (2) x (3)	2022-23 Base Funding (WFTE x BSA x DCD)
(1)	(2)	(3)	(4)	(5)
101 Basic K-3		1.126	0.0000	$ -
111 Basic K-3 with ESE Services		1.126	0.0000	$ -
102 Basic 4-8	39.23	1.000	39.2275	$ 201,619
112 Basic 4-8 with ESE Services	9.39	1.000	9.3925	$ 48,275
103 Basic 9-12	262.52	0.999	262.2600	$ 1,347,946
113 Basic 9-12 with ESE Services	62.86	0.999	62.7946	$ 322,747
254 ESE Level 4 *(Grade Level PK-3)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 4-8)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 9-12)*		3.674	0.0000	$ -
255 ESE Level 5 *(Grade Level PK-3)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 4-8)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 9-12)*		5.401	0.0000	$ -
130 ESOL *(Grade Level PK-3)*		1.206	0.0000	$ -
130 ESOL *(Grade Level 4-8)*	6.63	1.206	7.9958	$ 41,096
130 ESOL *(Grade Level 9-12)*	44.37	1.206	53.5102	$ 275,028
300 Career Education *(Grades 9-12)*		0.999	0.0000	$ -
Totals	425.00		435.1806	$ 2,236,711

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Additional FTE (a)	Number of FTE *Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (a) below.*			2022-23 Base Funding (WFTE x BSA x DCD)
Advanced Placement				$ -
International Baccalaureate				$ -
Advanced International Certificate				$ -
Industry Certified Career Education				$ -
Early High School Graduation				$ -
Small District ESE Supplement				$ -
Dual Enrollment				$ -
	Total Additional FTE	0.0000	Additional Base Funds	$ -
	Total Funded Weighted FTE	435.1806	Total Base Funding	$ 2,236,711

2. ESE Guaranteed Allocation:	FTE	Grade Level	Matrix Level	Guarantee Per Student	
		PK-3	251	$ 1,011	$ -
		PK-3	252	$ 3,266	$ -
Additional Funding from the ESE Guaranteed Allocation.		PK-3	253	$ 6,664	$ -
Enter the FTE from 111,112 and 113 by grade and matrix	9.39	4-8	251	$ 1,134	$ 10,651
level. Students who do not have a matrix level should be		4-8	252	$ 3,388	$ -
considered 251. This total should equal all FTE from		4-8	253	$ 6,787	$ -
programs 111, 112 and 113 above.	62.86	9-12	251	$ 807	$ 50,726
		9-12	252	$ 3,062	$ -
		9-12	253	$ 6,460	$ -
Total FTE with ESE Services	72.25			Total ESE Guarantee	$ 61,377

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 425.00 ÷ District's Total UFTE: 51,737.07 = 0.8215%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E37 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 435.18 ÷ District's Total WFTE: 56,120.69 = 0.7754%

4. Supplemental Academic Instruction (UFTE share)	(b)	12,746,432	x	0.8215%	$	104,712
5. Discretionary Millage Compression Allocation .748 Mills (UFTE share)	(b)	0	x	0.8215%	$	-
6. Safe Schools Allocation (UFTE share)	(b)	3,646,974	x	0.8215%	$	29,960
7. Instructional Materials Allocation (UFTE share)	(b)	4,001,959	x	0.8215%	$	32,876
Dual Enrollment Instructional Materials Allocation	(d)					
ESE Applications Allocation:						
Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.						
8. Mental Health Assistance Allocation (UFTE share)	(b)	2,399,453	x	0.8215%	$	19,712
9. Total Funds Compression and Hold Harmless Allocation (UFTE share)	(b)	1,455,045	x	0.8215%	$	11,953
10. Sparsity Supplement (WFTE share)	(c)	0	x	0.7754%	$	-
11. Reading Allocation (WFTE share)	(c)	2,861,824	x	0.7754%	$	22,191
12. Discretionary Local Effort (WFTE share)	(c)	43,061,809	x	0.7754%	$	333,901
13. Teacher Salary Increase Allocation Funds:	(k)					
Maintenance Portion (WFTE share)	(c) (e) (j)	0	x	0.7754%	$	-
Growth Portion (WFTE share)	(c) (e) (j)	0	x	0.7754%	$	-
Total TSIA Allocation (Maintenance + Growth)					$	-
14. Proration to Funds Available (WFTE share)	(c)	(576,756)	x	0.7754%	-$	4,472

15. Class Size Reduction Funds:

	Weighted FTE (not including Add-On)	X	DCD	X	Allocation factors			
PK - 3	0.0000		1.0000		964.60	=	0	
4-8	56.6158		1.0000		920.98	=	52,142	
9-12	378.5648		1.0000		923.21	=	349,495	
Total *	435.1806					Total Class Size Reduction Funds	$	401,637

*(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)*

16. Student Transportation	(f)					
Enter All Adjusted Fundable Riders	85		x	549	$	46,665
Enter All Adjusted ESE Riders			x	1,696	$	-

17. Federally Connected Student Supplement (g)

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation		Total
Military and Indian Lands		$0.00	$0.00	$	-
Civilians on Federal Lands		$0.00	$0.00	$	-
Students with Disabilities			$0.00	$	-
Total				$	-

18. Florida Teachers Classroom Supply Assistance Program	(h)			
19. Food Service Allocation	(i)			
		Total	$	3,297,223
20. Total with annual funding increase assumption of 1.5% (10 year historical average ~2.0%)	(j)		$	3,552,046
21. Funding for the purpose of calculating the administrative fee for ESE charter schools.	(k)			
If you have more than a 75% ESE student population, please place a 1 in the following box:			$	-

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation, the small district ESE Supplement and Dual Enrollment pursuant to s. 1011.62(1)(i-p), F.S.

(b) District allocations multiplied by percentage from item 3A.

(c) District allocations multiplied by percentage from item 3B.

(d) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(i), F.S.

(e) This allocation will be frozen as of the 2022-23 FEFP Second Calculation and will not be recalculated throughout the year. Charter school allocations should be distributed on weighted FTE (or base funding as is done in the FEFP) and are recommended not to be recalculated with fluctuations in student enrollment later in the year.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a)3, F.S., a school's sponsor may not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.

(k) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

ıue Estimate Worksheet for FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County Charter S

Based on the 2023-24 FEFP Second Calculation

School District: Manatee

1. 2022-23 FEFP State and Local Funding

Base Student Allocation $5,139.73 Comparable Wage Factor: 1.0000

Small District Factor 1.0000

Program	Number of FTE	Program Cost Factor	Weighted FTE (2) x (3)	2022-23 Base Funding (WFTE x BSA x DCD)
(1)	(2)	(3)	(4)	(5)
101 Basic K-3		1.126	0.0000	$ -
111 Basic K-3 with ESE Services		1.126	0.0000	$ -
102 Basic 4-8	41.54	1.000	41.5350	$ 213,479
112 Basic 4-8 with ESE Services	9.95	1.000	9.9450	$ 51,115
103 Basic 9-12	277.97	0.999	277.6870	$ 1,427,236
113 Basic 9-12 with ESE Services	66.56	0.999	66.4884	$ 341,732
254 ESE Level 4 *(Grade Level PK-3)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 4-8)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 9-12)*		3.674	0.0000	$ -
255 ESE Level 5 *(Grade Level PK-3)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 4-8)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 9-12)*		5.401	0.0000	$ -
130 ESOL *(Grade Level PK-3)*		1.206	0.0000	$ -
130 ESOL *(Grade Level 4-8)*	7.02	1.206	8.4661	$ 43,513
130 ESOL *(Grade Level 9-12)*	46.98	1.206	56.6579	$ 291,206
300 Career Education *(Grades 9-12)*		0.999	0.0000	$ -
Totals	450.00		460.7794	$ 2,368,281

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Additional FTE (a)	Number of FTE *Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (a) below.*	2022-23 Base Funding (WFTE x BSA x DCD)
Advanced Placement		$ -
International Baccalaureate		$ -
Advanced International Certificate		$ -
Industry Certified Career Education		$ -
Early High School Graduation		$ -
Small District ESE Supplement		$ -
Dual Enrollment		$ -

Total Additional FTE	0.0000	Additional Base Funds	$	-
Total Funded Weighted FTE	460.7794	Total Base Funding	$	2,368,281

2. ESE Guaranteed Allocation:	FTE	Grade Level	Matrix Level	Guarantee Per Student	
		PK-3	251	$ 1,011	$ -
		PK-3	252	$ 3,266	$ -
Additional Funding from the ESE Guaranteed Allocation.		PK-3	253	$ 6,664	$ -
Enter the FTE from 111,112 and 113 by grade and matrix	9.95	4-8	251	$ 1,134	$ 11,278
level. Students who do not have a matrix level should be		4-8	252	$ 3,388	$ -
considered 251. This total should equal all FTE from		4-8	253	$ 6,787	$ -
programs 111, 112 and 113 above.	66.56	9-12	251	$ 807	$ 53,710
		9-12	252	$ 3,062	$ -
		9-12	253	$ 6,460	$ -
Total FTE with ESE Services	76.50			Total ESE Guarantee	$ 64,988

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 450.00 ÷ District's Total UFTE: 51,737.07 = 0.8698%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E37 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 460.78 ÷ District's Total WFTE: 56,120.69 = 0.8211%

4. Supplemental Academic Instruction (UFTE share)	(b)	12,746,432	x	0.8698%	$	110,868
5. Discretionary Millage Compression Allocation .748 Mills (UFTE share)	(b)	0	x	0.8698%	$	-
6. Safe Schools Allocation (UFTE share)	(b)	3,646,974	x	0.8698%	$	31,721
7. Instructional Materials Allocation (UFTE share)	(b)	4,001,959	x	0.8698%	$	34,809
Dual Enrollment Instructional Materials Allocation	(d)					
ESE Applications Allocation:						
Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.						
8. Mental Health Assistance Allocation (UFTE share)	(b)	2,399,453	x	0.8698%	$	20,870
9. Total Funds Compression and Hold Harmless Allocation (UFTE share)	(b)	1,455,045	x	0.8698%	$	12,656
10. Sparsity Supplement (WFTE share)	(c)	0	x	0.8211%	$	-
11. Reading Allocation (WFTE share)	(c)	2,861,824	x	0.8211%	$	23,498
12. Discretionary Local Effort (WFTE share)	(c)	43,061,809	x	0.8211%	$	353,581
13. Teacher Salary Increase Allocation Funds:	(k)					
Maintenance Portion (WFTE share)	(c) (e) (j)	0	x	0.8211%	$	-
Growth Portion (WFTE share)	(c) (e) (j)	0	x	0.8211%	$	-
Total TSIA Allocation (Maintenance + Growth)					$	-
14. Proration to Funds Available (WFTE share)	(c)	(576,756)	x	0.8211%	-$	4,736

15. Class Size Reduction Funds:

	Weighted FTE (not including Add-On)	X	DCD	X	Allocation factors				
PK - 3	0.0000		1.0000		964.60	=	0		
4-8	59.9461		1.0000		920.98	=	55,209		
9-12	400.8333		1.0000		923.21	=	370,053		
Total *	460.7794						Total Class Size Reduction Funds	$	425,262

*(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)*

16. Student Transportation	(f)					
Enter All Adjusted Fundable Riders	90		x	549	$	49,410
Enter All Adjusted ESE Riders			x	1,696	$	-

17. Federally Connected Student Supplement (g)

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation		Total
Military and Indian Lands		$0.00	$0.00	$	-
Civilians on Federal Lands		$0.00	$0.00	$	-
Students with Disabilities			$0.00	$	-
Total				$	-

18. Florida Teachers Classroom Supply Assistance Program	(h)			
19. Food Service Allocation	(i)			
		Total	$	3,491,208
20. Total with annual funding increase assumption of 1.5% (10 year historical average ~2.0%)	(j)		$	3,817,438
21. Funding for the purpose of calculating the administrative fee for ESE charter schools.	(k)			
If you have more than a 75% ESE student population, please place a 1 in the following box:			$	-

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation, the small district ESE Supplement and Dual Enrollment pursuant to s. 1011.62(1)(i-p), F.S.

(b) District allocations multiplied by percentage from item 3A.

(c) District allocations multiplied by percentage from item 3B.

(d) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(i), F.S.

(e) This allocation will be frozen as of the 2022-23 FEFP Second Calculation and will not be recalculated throughout the year. Charter school allocations should be distributed on weighted FTE (or base funding as is done in the FEFP) and are recommended not to be recalculated with fluctuations in student enrollment later in the year.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a)3, F.S., a school's sponsor may not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.

(k) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

ıue Estimate Worksheet for FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County Charter S

Based on the 2023-24 FEFP Second Calculation

School District: Manatee

1. 2022-23 FEFP State and Local Funding

Base Student Allocation $5,139.73 Comparable Wage Factor: 1.0000

Small District Factor 1.0000

Program	Number of FTE	Program Cost Factor	Weighted FTE (2) x (3)	2022-23 Base Funding (WFTE x BSA x DCD)
(1)	(2)	(3)	(4)	(5)
101 Basic K-3		1.126	0.0000	$ -
111 Basic K-3 with ESE Services		1.126	0.0000	$ -
102 Basic 4-8	43.84	1.000	43.8425	$ 225,339
112 Basic 4-8 with ESE Services	10.50	1.000	10.4975	$ 53,954
103 Basic 9-12	293.41	0.999	293.1141	$ 1,506,527
113 Basic 9-12 with ESE Services	70.25	0.999	70.1822	$ 360,718
254 ESE Level 4 *(Grade Level PK-3)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 4-8)*		3.674	0.0000	$ -
254 ESE Level 4 *(Grade Level 9-12)*		3.674	0.0000	$ -
255 ESE Level 5 *(Grade Level PK-3)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 4-8)*		5.401	0.0000	$ -
255 ESE Level 5 *(Grade Level 9-12)*		5.401	0.0000	$ -
130 ESOL *(Grade Level PK-3)*		1.206	0.0000	$ -
130 ESOL *(Grade Level 4-8)*	7.41	1.206	8.9365	$ 45,931
130 ESOL *(Grade Level 9-12)*	49.59	1.206	59.8055	$ 307,384
300 Career Education *(Grades 9-12)*		0.999	0.0000	$ -
Totals	475.00		486.3783	$ 2,499,853

Letters in Parentheses Refer to Notes at Bottom of Worksheet:

Additional FTE (a)	Number of FTE *Charter schools should contact their school district sponsor regarding eligible FTE. Please note that "Number of FTE" is NOT equivalent to number of students enrolled in these courses or programs. Please refer to footnote (a) below.*	2022-23 Base Funding (WFTE x BSA x DCD)
Advanced Placement		$ -
International Baccalaureate		$ -
Advanced International Certificate		$ -
Industry Certified Career Education		$ -
Early High School Graduation		$ -
Small District ESE Supplement		$ -
Dual Enrollment		$ -

Total Additional FTE	0.0000	Additional Base Funds	$	-
Total Funded Weighted FTE	486.3783	Total Base Funding	$	2,499,853

2. ESE Guaranteed Allocation:	FTE	Grade Level	Matrix Level	Guarantee Per Student	
		PK-3	251	$ 1,011	$ -
		PK-3	252	$ 3,266	$ -
		PK-3	253	$ 6,664	$ -
Additional Funding from the ESE Guaranteed Allocation. Enter the FTE from 111,112 and 113 by grade and matrix level. Students who do not have a matrix level should be considered 251. This total should equal all FTE from programs 111, 112 and 113 above.	10.50	4-8	251	$ 1,134	$ 11,904
		4-8	252	$ 3,388	$ -
		4-8	253	$ 6,787	$ -
	70.25	9-12	251	$ 807	$ 56,694
		9-12	252	$ 3,062	$ -
		9-12	253	$ 6,460	$ -
Total FTE with ESE Services	80.75			Total ESE Guarantee	$ 68,598

3A. Divide school's Unweighted FTE (UFTE) total computed in Section 1, cell C27 above by the district's total UFTE to obtain school's UFTE share. Charter School UFTE: 475.00 ÷ District's Total UFTE: 51,737.07 = 0.9181%

3B. Divide school's Weighted FTE (WFTE) total computed in Section 1, cell E37 above by the district's total WFTE to obtain school's WFTE share. Charter School WFTE: 486.38 ÷ District's Total WFTE: 56,120.69 = 0.8667%

4. Supplemental Academic Instruction (UFTE share)	(b)	12,746,432	x	0.9181%	$	117,025
5. Discretionary Millage Compression Allocation .748 Mills (UFTE share)	(b)	0	x	0.9181%	$	-
6. Safe Schools Allocation (UFTE share)	(b)	3,646,974	x	0.9181%	$	33,483
7. Instructional Materials Allocation (UFTE share)	(b)	4,001,959	x	0.9181%	$	36,742
Dual Enrollment Instructional Materials Allocation	(d)					
ESE Applications Allocation:						
Charter schools should contact their school district sponsor regarding eligibility and distribution of ESE Applications funds.						
8. Mental Health Assistance Allocation (UFTE share)	(b)	2,399,453	x	0.9181%	$	22,029
9. Total Funds Compression and Hold Harmless Allocation (UFTE share)	(b)	1,455,045	x	0.9181%	$	13,359
10. Sparsity Supplement (WFTE share)	(c)	0	x	0.8667%	$	-
11. Reading Allocation (WFTE share)	(c)	2,861,824	x	0.8667%	$	24,803
12. Discretionary Local Effort (WFTE share)	(c)	43,061,809	x	0.8667%	$	373,217
13. Teacher Salary Increase Allocation Funds:	(k)					
Maintenance Portion (WFTE share)	(c) (e) (j)	0	x	0.8667%	$	-
Growth Portion (WFTE share)	(c) (e) (j)	0	x	0.8667%	$	-
Total TSIA Allocation (Maintenance + Growth)					$	-
14. Proration to Funds Available (WFTE share)	(c)	(576,756)	x	0.8667%	-$	4,999

15. Class Size Reduction Funds:

	Weighted FTE (not including Add-On)	X	DCD	X	Allocation factors			
PK - 3	0.0000		1.0000		964.60	=	0	
4-8	63.2765		1.0000		920.98	=	58,276	
9-12	423.1018		1.0000		923.21	=	390,612	
Total *	486.3783						Total Class Size Reduction Funds	$ 448,888

*(*Total FTE should equal total in Section 1, column (4) and should not include any additional FTE from Section 1.)*

16. Student Transportation	(f)					
Enter All Adjusted Fundable Riders	95		x	549	$	52,155
Enter All Adjusted ESE Riders			x	1,696	$	-

17. Federally Connected Student Supplement (g)

Impact Aid Student Type	Number of Students	Exempt Property Allocation	Impact Aid Student Allocation		Total
Military and Indian Lands		$0.00	$0.00	$	-
Civilians on Federal Lands		$0.00	$0.00	$	-
Students with Disabilities			$0.00	$	-
Total				$	-

18. Florida Teachers Classroom Supply Assistance Program	(h)			
19. Food Service Allocation	(i)			
		Total	$	3,685,153
20. Total with annual funding increase assumption of 1.5% (10 year historical average ~2.0%)	(j)		$	4,089,948
21. Funding for the purpose of calculating the administrative fee for ESE charter schools.	(k)			
If you have more than a 75% ESE student population, please place a 1 in the following box:			$	-

NOTES:

(a) Additional FTE includes FTE earned through Advanced Placement, International Baccalaureate, Advanced International Certificate of Education, Industry Certified Career Education (CAPE), Early High School Graduation, the small district ESE Supplement and Dual Enrollment pursuant to s. 1011.62(1)(i-p), F.S.

(b) District allocations multiplied by percentage from item 3A.

(c) District allocations multiplied by percentage from item 3B.

(d) School districts are required to pay for instructional materials used for the instruction of public high school students who are earning credit toward high school graduation under the dual enrollment program as provided in s. 1011.62(1)(i), F.S.

(e) This allocation will be frozen as of the 2022-23 FEFP Second Calculation and will not be recalculated throughout the year. Charter school allocations should be distributed on weighted FTE (or base funding as is done in the FEFP) and are recommended not to be recalculated with fluctuations in student enrollment later in the year.

(f) Numbers entered here will be multiplied by the district level transportation funding per rider. "All Adjusted Fundable Riders" should include both basic and ESE Riders. "All Adjusted ESE Riders" should include only ESE Riders.

(g) The Federally Connected Student Supplement provides additional funding for students on federal lands that receive Section 8003 impact aide pursuant to s. 1011.62(13), F.S.

(h) Teacher Classroom Supply Assistance Program allocation pursuant to s. 1012.71, F.S., for certified teachers employed by a public school district or public charter school before September 1 of each year whose full-time or job-share responsibility is the classroom instruction of students in prekindergarten through grade 12, including full-time media specialists and certified school counselors serving students in prekindergarten through grade 12, who are funded through the FEFP.

(i) Funding based on student eligibility and meals provided, if participating in the National School Lunch Program.

(j) Consistent with s. 1002.33(20)(a)3, F.S., a school's sponsor may not charge or withhold any administrative fee against a charter school for any funds specifically allocated by the Legislature for teacher compensation.

(k) Consistent with s. 1002.33(20)(a), F.S., for charter schools with a population of 75% or more ESE students, the administrative fee shall be calculated based on unweighted full-time equivalent students.

Administrative fees:

Administrative fees charged by the school district pursuant to s. 1002.33(20)(a), F.S., shall be calculated based upon 5% of available funds from the FEFP and categorical funding for which charter students may be eligible. To calculate the administrative fee to be withheld for schools with more than 250 students, divide the school population into 250. Multiply that fraction times the funds available, then times 5%. For charter schools within a charter school system that meets the requirements in s. 1002.33(20)(a)2.a.(II), F.S., do the same calculation based for up to and including 500 students.

ATTACHMENT X
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
OPERATING BUDGET
FISCAL YEARS 2025-2029

	Start-Up	FY25	FY26	FY27	FY28	FY29
October		140	300	375	400	450
February		260	400	475	500	500
PROJECTED AVERAGE ENROLLMENT		200	350	425	450	475
FUND BALANCE, BEGINNING	**$ -**	**$ 52,868**	**$ 102,144**	**$ 212,152**	**$ 376,194**	**$ 560,494**
REVENUES						
FEFP	-	1,622,514	2,881,994	3,552,046	3,817,438	4,089,948
Capital Outlay	-	101,200	177,100	215,050	227,700	240,350
E*Rate Federal Funding	-	-	18,797	18,797	18,797	18,797
Contributions by Management Company	2,640,000	525,000	-	-	-	-
TOTAL REVENUES	2,640,000	2,248,714	3,077,890	3,785,892	4,063,935	4,349,095
EXPENDITURES						
INSTRUCTION						
Instructional (Classroom) Teachers	-	320,000	440,640	586,786	598,521	640,800
2 Hour Pay Differential	-	14,334	25,085	30,460	32,252	34,043
Specialty Teachers	-	111,000	167,280	200,797	204,813	240,300
Total Instruction Salaries	-	445,334	633,005	818,043	835,586	915,143
Payroll Taxes	-	35,202	49,937	64,565	65,907	72,087
Benefits	-	67,200	97,100	129,700	136,200	157,500
Workers Compensation	-	6,680	9,495	12,271	12,534	13,727
Total Instruction Benefits	-	109,082	156,532	206,535	214,641	243,315
ESE Consultants (Therapy Services)	-	9,000	15,000	19,000	20,000	21,000
Contracted Services-Curriculum Support	-	137,000	137,000	137,000	137,000	137,000
Supplies	-	15,000	8,000	10,000	11,000	12,000
Textbooks	-	1,800	1,800	1,800	1,800	1,800
Equipment	356,000	5,000	5,000	5,000	5,000	5,000
Furniture	-	2,500	2,500	2,500	2,500	2,500
Software	-	45,500	70,000	83,125	87,500	87,500
Total Instruction Other	356,000	215,800	239,300	258,425	264,800	266,800
Total Instruction	356,000	770,216	1,028,836	1,283,003	1,315,027	1,425,258
PUPIL PERSONNEL SERVICES						
Salaries	-	94,250	152,490	155,540	158,651	161,824
Total Pupil Personnel Salaries	-	94,250	152,490	155,540	158,651	161,824
Payroll Taxes	-	7,588	11,854	12,088	12,326	12,569
Benefits	-	16,800	26,500	27,800	29,200	30,700
Workers Compensation	-	1,414	2,287	2,333	2,380	2,427
Total Pupil Personnel Taxes and Benefits	-	25,802	40,642	42,221	43,906	45,696
Total Pupil Personnel Services	-	120,052	193,132	197,761	202,556	207,519
INSTRUCTIONAL MEDIA SERVICES						
Contracted Services-Information Technology	-	80,000	80,000	80,000	80,000	80,000
Hardware Maintenance	5,000	20,000	20,000	20,000	20,000	20,000
Total Instructional Media Services	5,000	100,000	100,000	100,000	100,000	100,000
STAFF TRAINING						
Contracted Services	10,000	10,000	10,000	10,000	10,000	10,000
BOARD						
Legal Fees	10,000	10,000	10,000	10,000	10,000	10,000
Contracted Services - ESP (Mgmt Fees)	-	-	332,122	676,544	873,238	999,609
Contracted Services - Accounting & Audit	-	15,000	24,000	24,000	24,000	24,000
Insurance	-	12,000	12,000	12,000	12,000	12,000
District Administration Fee (5%) on first 250 students	-	81,126	102,928	104,472	106,040	107,630
Total Board	10,000	118,126	481,051	827,016	1,025,278	1,153,239
SCHOOL ADMINISTRATION						
Principal / Director	28,750	115,000	117,300	119,646	122,039	124,480
Asst Principal	19,500	78,000	79,560	81,151	82,774	84,430
EAS	10,400	41,600	42,432	43,281	44,146	45,029
Total Administration Salaries	58,650	234,600	239,292	244,078	248,959	253,939
Payroll Taxes	4,652	18,608	18,967	19,333	19,707	20,088
Benefits	7,350	29,400	30,900	32,500	34,100	35,800
Workers Compensation	880	3,519	3,589	3,661	3,734	3,809
Total Administration Taxes and Benefits	12,882	51,527	53,457	55,495	57,541	59,697
Contract Services-Data and Statistical Support	-	17,000	17,000	17,000	17,000	17,000
Contract Services-School District Relations Support	-	34,000	34,000	34,000	34,000	34,000
Contract Services-Purchases and Payables	-	25,000	25,000	25,000	25,000	25,000
Contract Services-Payroll and Human Resources	-	25,000	25,000	25,000	25,000	25,000

ATTACHMENT X
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
OPERATING BUDGET
FISCAL YEARS 2025-2029

	Start-Up	FY25	FY26	FY27	FY28	FY29
Travel	5,000	8,000	8,000	8,000	8,000	8,000
Equipment Rental	600	2,400	2,400	2,400	2,400	2,400
Marketing	20,000	30,000	35,000	40,000	40,000	40,000
Supplies	7,000	15,000	15,000	15,000	15,000	15,000
Equipment	12,000	-	-	-	-	-
Furniture	175,000	-	-	-	-	-
Total Administration Other	219,600	156,400	161,400	166,400	166,400	166,400
Total School Administration	291,132	442,527	454,149	465,972	472,901	480,035
FACILITIES ACQUISITION						
Rents	75,000	300,000	309,000	318,270	327,818	337,653
Contract Services-Facilities Support	-	22,000	22,000	22,000	22,000	22,000
Leasehold Improvements	1,835,000	-	25,000	40,000	40,000	40,000
Total Facilities Acquisition	1,910,000	322,000	356,000	380,270	389,818	399,653
TRANSPORTATION						
Contracted Services	-	24,000	42,000	51,000	54,000	57,000
PLANT OPERATIONS						
Security	-	32,000	32,640	33,293	33,959	34,638
Total Plant Operations Salaries	-	32,000	32,640	33,293	33,959	34,638
Payroll Taxes	-	2,637	2,686	2,736	2,787	2,839
Benefits	-	8,400	8,900	9,300	9,800	10,300
Workers Compensation	-	480	490	499	509	520
Total Plant Operations Benefits	-	11,517	12,076	12,535	13,096	13,658
Insurance	-	40,000	40,000	40,000	40,000	40,000
Contract Security	-	100,000	100,000	100,000	100,000	100,000
Telephone	-	42,000	42,000	42,000	42,000	42,000
Utilities	5,000	36,000	39,000	42,000	44,000	44,000
Supplies	-	5,000	5,000	5,000	5,000	5,000
Total Plant Operations Other	5,000	223,000	226,000	229,000	231,000	231,000
Total Plant Operations	5,000	266,517	270,716	274,828	278,055	279,296
PLANT MAINTENANCE						
Contracted Services	-	26,000	32,000	32,000	32,000	32,000
TOTAL EXPENDITURES	**2,587,132**	**2,199,438**	**2,967,883**	**3,621,851**	**3,879,634**	**4,144,000**
EXCESS REVENUES OVER EXPENDITURES	**52,868**	**49,276**	**110,007**	**164,042**	**184,300**	**205,095**
FUND BALANCE, ENDING	**$ 52,868**	**$ 102,144**	**$ 212,152**	**$ 376,194**	**$ 560,494**	**$ 765,589**

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
BALANCE SHEET - GOVERNMENTAL FUNDS

ASSETS	
Cash and Cash equivalents	$52,868
TOTAL ASSETS	$52,868
FUND BALANCE	
Unassigned fund balance	$52,868
TOTAL FUND BALANCE	$52,868

ATTACHMENT X ASSUMPTIONS
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
BUDGET ASSUMPTIONS
FISCAL YEARS 2025-2029

REVENUES	
FEFP	Per FLDOE Worksheets attached (2022-2023) adjusted for number of students and assumes 1.5% annual funding increase (historical analysis supports ~2%)
Capital Outlay	$506 per student. Funding is applicable in first 3 years because of system accreditation.
E*Rate Federal Funding	Estimate based on other schools in Hillsborough County- eligible in 2nd year of operations
Contribution by Management Company	Contribution by Management Company represents funding of shortfalls for school operating costs
EXPENDITURES	
INSTRUCTION	
Classroom Teachers	Based on student / teacher ratio in compliance with CSR. Beginning average teacher salary of $56,000 is determined by reference to teacher salaries at nearby schools (excluding referendum funds) with annual 2.0% raises each year. ESOL Instructional Assistant – if there are 20 students speaking the same native language, at least one aide or teacher proficient in their same language and trained to assist ESOL instruction will be added.
2 Hour Pay Differential	Some teachers will be required to work 10 hours in a day when teaching two 5 hour sessions. This is an estimate of that additional compensation expense.
Specialty Teachers	1 ESE Teacher @ $58,000 (this will be increased as needed to ensure that the assigned staff matches the consultation and support hours needed based on the IEPs received) + 1 Reading Interventionist @ $53,000 + 1 Math Interventionist @ $53,000 (starting in year 2 when enrollment reaches 350)
Payroll Taxes	FICA: 7.65% of gross salaries; SUTA: 2.7% of first $7,000 per employee
Benefits	Estimate based on schools currently managed; $875 per month per employee. Approx 80% of population utilizes. Estimated 5% annual increases
Workers Compensation	1.5% of gross salaries (estimate)
ESE Consultants	Estimated amount of additional contracted therapy costs for ESE students needed
Contracted Services- Curriculum Support	Reimbursement for curriculum support provided by ALS; approx. $137,000 annually
Supplies	Estimated based off of spending trend at other managed schools
Textbooks	Estimated based off of spending trend at other managed schools
Furniture	Estimated based off of spending trend at other managed schools
Software	$175 per student (estimate of software used at other managed schools)
PUPIL PERSONNEL SERVICES	
Salaries	Average beginning salaries: Family Support Specialist @ $51,500 + Career Coach @ $59,000 + Data Specialist @ $39,000 with annual 2.0% raises each year
Payroll Taxes	FICA: 7.65% of gross salaries; SUTA: 2.7% of first $7,000 per employee
Benefits	Estimate based on schools currently managed; $875 per month per employee. Approx 80% of population utilizes. Estimated 5% annual increases
Workers Compensation	1.5% of gross salaries (estimate)
INSTRUCTIONAL MEDIA SERVICES	
Contracted Services-Information Technology	Reimbursement of Informational Technology Support provided by ALS; approx. $ 80,000 annually
Hardware Maintenance	Estimated amount based on current vendors at other managed schools (Fixed per school cost)
STAFF TRAINING	
Contracted Services	Estimated amount
BOARD	
Legal Fees	Estimated amount for board attorney
Contracted Services - ESP	Management Company provides 100% of school's operating expenditures; Management fees equal 97% of total FEFP and Capital Outlay revenues less necessary Operating Expenditures
Contracted Services - Accounting & Audit	For Board Accountant and year end audit fees (no audit occurs during 1st year of operations)
Insurance	Estimated amount based on similar charter schools
District Administration Fee	Net District Administration Fee (5% on first 250 enrollments)

ATTACHMENT X ASSUMPTIONS
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
BUDGET ASSUMPTIONS
FISCAL YEARS 2025-2029

SCHOOL ADMINISTRATION	
Principal / Director	Principal / Director @ $115,000 with annual 2.0% raises each year
Asst Principal	Asst Principal @ $78,000 with annual 2.0% raises each year
Middle School Dean	Middle School Dean @ $65,000 with annual 2.0% raises each year
EAS	Enrollment Administrative Specialist @ $41,600 with annual 2.0% raises each year
Payroll Taxes	FICA: 7.65% of gross salaries; SUTA: 2.7% of first $7,000 per employee
Benefits	Estimate based on schools currently managed; $875 per month per employee. Approx 80% of population
Workers Compensation	1.5% of gross salaries
Contracted Services- Data and Statistical Support	Reimbursement for data and statistical support provided by ALS; approx. $17,000 annually
Contracted Services- School District Relations Support	Reimbursement for school district relations support provided by ALS: approx. $34,000 annually
Contracted Services- Purchases and Payables	Cost incurred for payroll processing and human resource functions provided by ALS; approx. $25,000 annually
Contracted Services- Payroll and Human Resources	Cost incurred for purchasing and payable functions provided by ALS; approx. $25,000 annually
Travel	Estimated amount
Equipment Rental	$200 per month for copier lease - estimated
Marketing	Estimated amount
Supplies	Estimated amount
Equipment	Estimated amount
Furniture	Estimated amount
FACILITIES ACQUISITION	
Rents	Estimated amount based on current rents in area; approx. $25/ppsf (all in) for ~12,000 sqft
Contracted Services- Facilities Support	Reimbursement of facilities support provided by ALS; approx. $22,000 annually
Leasehold improvements	Based on previous experience for leasehold improvements
TRANSPORTATION	
Contracted Services	$600 per student with 20% utilization
PLANT OPERATIONS	
Security	1 Security @ $32,000 with annual 2.0% raises each year
Payroll Taxes	FICA: 7.65% - SUTA 2.7%
Benefits	Estimate based on schools currently managed; $875 per month per employee. Approx 80% of population utilizes. Estimated 5% annual increases
Workers Compensation	1.5% of gross salaries
Insurance	Estimate based on schools currently managed
Contract Security	Security provided in accordance with Marjory Stoneman Douglas Act
Telephone	Includes internet and necessary cell phone services/ comparable with costs at other managed schools
Utilities	Based on market estimates/ increases with student enrollment
Supplies	Estimated amount
PLANT MAINTENANCE	
Contracted Services	$2,166 / month with an increase in Year 2 for additional classrooms needed

ATTACHMENT X
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
BUDGETED ENROLLMENT / TEACHER RATIOS - INSTRUCTIONAL AND SPECIALTY
FISCAL YEARS 2025-2029

	Enroll	Ratio	Sessions	Classrooms	Teachers
FY 25					
Oct teachers	140	18	2	4.00	**4.00**
Feb teachers	260	22	2	6.00	**6.00**
Avg teachers	200	20	2	5.00	**5.00**
ESE - teachers			2		**1.00**
Reading - teachers			2		**1.00**
ESOL Instructional Assistant			2		**1.00**
FY 26					
Oct teachers	300	25	2	6.00	**6.00**
Feb teachers	400	25	2	8.00	**8.00**
Avg teachers	350	25	2	7.00	**7.00**
ESE - teachers			2		**1.00**
Reading - teachers			2		**1.00**
ESOL Instructional Assistant			2		**1.00**
FY 27					
Oct teachers	375	23	2	8.00	**8.00**
Feb teachers	475	24	2	10.00	**10.00**
Avg teachers	425	24	2	9.00	**9.00**
ESE - teachers			2		**1.50**
Reading - teachers			2		**1.00**
ESOL Instructional Assistant			2		**1.50**
FY 28					
Oct teachers	400	25	2	8.00	**8.00**
Feb teachers	500	25	2	10.00	**10.00**
Avg teachers	450	25	2	9.00	**9.00**
ESE - teachers			2		**1.50**
Reading - teachers			2		**1.00**
ESOL Instructional Assistant			2		**1.50**
FY 29					
Oct teachers	450	25	2	9.00	**9.00**
Feb teachers	500	25	2	10.00	**10.00**
Avg teachers	475	25	2	9.50	**9.50**
ESE - teachers			2		**2.00**
Reading - teachers			2		**1.00**
ESOL Instructional Assistant			2		**1.50**

ATTACHMENT X
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
BUDGETED STAFFING AND SALARIES
FISCAL YEARS 2025-2029

Name	Positions - FY25	Expected Salary	Salary	Positions - FY26	Expected Salary	Salary	Positions - FY27	Expected Salary	Salary	Positions - FY28	Expected Salary	Salary	Positions - FY29	Expected Salary	Salary
Classroom Teachers	5.00	56,000	$ 280,000	7.00	$ 57,120	$ 399,840	9.00	$ 58,262	$ 524,362	9.00	$ 59,428	$ 534,849	9.50	$ 60,616	$ 575,854
ESOL Instructional Assistant	1.00	40,000	40,000	1.00	40,800	40,800	1.50	41,616	62,424	1.50	42,448	63,672	1.50	43,297	64,946
Instructional	**6.00**		**320,000**	**8.00**		**440,640**	**10.50**		**586,786**	**10.50**		**598,521**	**11.00**		**640,800**
ESE Teacher	1.00	58,000	58,000	1.00	59,160	59,160	1.50	60,343	90,515	1.50	61,550	92,325	2.00	62,781	125,562
Reading Interventionist	1.00	53,000	53,000	1.00	54,060	54,060	1.00	55,141	55,141	1.00	56,244	56,244	1.00	57,369	57,369
Math Interventionist	-	53,000	-	1.00	54,060	54,060	1.00	55,141	55,141	1.00	56,244	56,244	1.00	57,369	57,369
Specialty	**2.00**		**111,000**	**3.00**		**167,280**	**3.50**		**200,797**	**3.50**		**204,813**	**4.00**		**240,300**
Family Support Specialist	0.50	51,500	25,750	1.00	52,530	52,530	1.00	53,581	53,581	1.00	54,652	54,652	1.00	55,745	55,745
Career Coach	0.50	59,000	29,500	1.00	60,180	60,180	1.00	61,384	61,384	1.00	62,611	62,611	1.00	63,863	63,863
Data Specialist	1.00	39,000	39,000	1.00	39,780	39,780	1.00	40,576	40,576	1.00	41,387	41,387	1.00	42,215	42,215
Pupil Personnel	**2.00**		**94,250**	**3.00**		**152,490**	**3.00**		**155,540**	**3.00**		**158,651**	**3.00**		**161,824**
Principal (3 months in start up)	1.00	115,000	115,000	1.00	117,300	117,300	1.00	119,646	119,646	1.00	122,039	122,039	1.00	124,480	124,480
Asst Principal (3 months in start up)	1.00	78,000	78,000	1.00	79,560	79,560	1.00	81,151	81,151	1.00	82,774	82,774	1.00	84,430	84,430
Middle School Dean	0.50	65,000	32,500	0.50	66,300	33,150	0.50	67,626	33,813	0.50	68,979	34,489	0.50	70,358	35,179
Administrators	**2.50**		**225,500**	**2.50**		**230,010**	**2.50**		**234,610**	**2.50**		**239,302**	**2.50**		**244,088**
EAS (3 months in start up)	1.00	41,600	41,600	1.00	42,432	42,432	1.00	43,281	43,281	1.00	44,146	44,146	1.00	45,029	45,029
Admin Support	**1.00**		**41,600**	**1.00**		**42,432**	**1.00**		**43,281**	**1.00**		**44,146**	**1.00**		**45,029**
Security	1.00	32,000	32,000	1.00	32,640	32,640	1.00	33,293	33,293	1.00	33,959	33,959	1.00	34,638	34,638
Security	**1.00**		**32,000**	**1.00**		**32,640**	**1.00**		**33,293**	**1.00**		**33,959**	**1.00**		**34,638**
Total	**14.50**		**$ 824,350**	**18.50**		**$1,065,492**	**21.50**		**$1,254,306**	**21.50**		**$1,279,392**	**22.50**		**$1,366,679**
				Increase	2.0%			2.0%			2.0%			2.0%	
Avg Enrollment	200			350			425			450			475		

ATTACHMENT X
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
BUDGETED MONTHLY OPERATING CASH FLOW
FOR THE FISCAL YEAR ENDING 2025

	FY25	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
October	140												
February	260												
PROJECTED AVERAGE ENROLLMENT	200	100	110	120	140	173	206	220	260	250	240	240	230
CASH BALANCE, BEGINNING	$ 52,868	$ 52,868	$ 73,989	$ 75,406	$ 78,229	$ 83,864	$ 88,639	$ 101,554	$ 103,685	$ 110,398	$ 117,466	$ 124,889	$ 132,311
REVENUES - Cash inflows													
FEFP	1,622,514	67,605	74,365	81,126	94,647	116,956	139,266	174,758	174,758	174,758	174,758	174,758	174,758
Capital Outlay	101,200	-	-	-	-	-	-	16,867	16,867	16,867	16,867	16,867	16,867
E*Rate Federal Funding	-	-	-	-	-	-	-	-	-	-	-	-	-
Contributions by Management Company	525,000	135,000	110,000	105,000	95,000	70,000	60,000						
TOTAL REVENUES	2,248,714	202,605	184,365	186,126	189,647	186,956	199,266	191,625	191,625	191,625	191,625	191,625	191,625
EXPENDITURES - Cash outflows													
INSTRUCTION													
Instructional (Classroom) Teachers	320,000	26,667	26,667	26,667	26,667	26,667	26,667	26,667	26,667	26,667	26,667	26,667	26,667
2 Hour Pay Differential	14,334	-	860	860	860	860	860	2,007	2,007	2,007	2,007	2,007	-
Specialty Teachers	111,000	9,250	9,250	9,250	9,250	9,250	9,250	9,250	9,250	9,250	9,250	9,250	9,250
Total Instruction Salaries	445,334	35,917	36,777	36,777	36,777	36,777	36,777	37,923	37,923	37,923	37,923	37,923	35,917
Payroll Taxes	35,202	2,934	2,934	2,934	2,934	2,934	2,934	2,934	2,934	2,934	2,934	2,934	2,934
Benefits	67,200	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600	5,600
Workers Compensation	6,680	557	557	557	557	557	557	557	557	557	557	557	557
Total Instruction Benefits	109,082	9,090	9,090	9,090	9,090	9,090	9,090	9,090	9,090	9,090	9,090	9,090	9,090
ESE Consultants (Therapy Services)	9,000	-	900	900	900	900	900	900	900	900	900	900	-
Contracted Services-Curriculum Support	137,000	11,417	11,417	11,417	11,417	11,417	11,417	11,417	11,417	11,417	11,417	11,417	11,417
Supplies	15,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Textbooks	1,800	1,800	-	-	-	-	-	-	-	-	-	-	-
Equipment	5,000	5,000	-	-	-	-	-	-	-	-	-	-	-
Furniture	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-
Software	45,500	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792	3,792
Total Instruction Other	215,800	25,758	17,358	17,358	17,358	17,358	17,358	17,358	17,358	17,358	17,358	17,358	16,458
Total Instruction	770,216	70,765	63,225	63,225	63,225	63,225	63,225	64,372	64,372	64,372	64,372	64,372	61,465
PUPIL PERSONNEL SERVICES													
Salaries	94,250	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854
Total Pupil Personnel Salaries	94,250	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854	7,854
Payroll Taxes	7,588	632	632	632	632	632	632	632	632	632	632	632	632
Benefits	16,800	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400	1,400
Workers Compensation	1,414	118	118	118	118	118	118	118	118	118	118	118	118
Total Pupil Personnel Taxes and Benefits	25,802	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150	2,150
Total Pupil Personnel Services	120,052	10,004	10,004	10,004	10,004	10,004	10,004	10,004	10,004	10,004	10,004	10,004	10,004
INSTRUCTIONAL MEDIA SERVICES													
Contracted Services-Information Technology	80,000	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667	6,667
Hardware Maintenance	20,000	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667
Total Instructional Media Services	100,000	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333	8,333
STAFF TRAINING													
Contracted Services	10,000	4,000	250	250	250	250	250	250	250	250	250	250	3,500
BOARD													
Legal Fees	10,000	833	833	833	833	833	833	833	833	833	833	833	833
Contracted Services - ESP	-	-	-	-	-	-	-	-	-	-	-	-	-
Contracted Services - Accounting & Audit	15,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Insurance	12,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000
District Administration Fee	81,126	3,544	3,899	4,253	4,962	6,131	7,301	7,797	9,215	8,860	8,506	8,506	8,152
Total Board	118,126	6,627	6,982	7,336	8,045	9,215	10,384	10,880	12,298	11,944	11,589	11,589	11,235
SCHOOL ADMINISTRATION													

ATTACHMENT X
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
BUDGETED MONTHLY OPERATING CASH FLOW
FOR THE FISCAL YEAR ENDING 2025

	FY25	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Principal / Director	115,000	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583	9,583
Asst Principal	78,000	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500	6,500
Executive Assistant	41,600	3,467	3,467	3,467	3,467	3,467	3,467	3,467	3,467	3,467	3,467	3,467	3,467
Total Administration Salaries	234,600	19,550	19,550	19,550	19,550	19,550	19,550	19,550	19,550	19,550	19,550	19,550	19,550
Payroll Taxes	18,608	1,551	1,551	1,551	1,551	1,551	1,551	1,551	1,551	1,551	1,551	1,551	1,551
Benefits	29,400	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450	2,450
Workers Compensation	3,519	293	293	293	293	293	293	293	293	293	293	293	293
Total Administration Taxes and Benefits	51,527	4,294	4,294	4,294	4,294	4,294	4,294	4,294	4,294	4,294	4,294	4,294	4,294
Contract Services-Data and Statistical Support	17,000	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417	1,417
Contract Services-School District Relations Support	34,000	2,833	2,833	2,833	2,833	2,833	2,833	2,833	2,833	2,833	2,833	2,833	2,833
Contract Services-Purchases and Payables	25,000	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083
Contract Services-Payroll and Human Resources	25,000	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083	2,083
Travel	8,000	667	667	667	667	667	667	667	667	667	667	667	667
Equipment Rental	2,400	200	200	200	200	200	200	200	200	200	200	200	200
Marketing	30,000	4,500	4,500	4,500	4,500	1,500	4,500	6,000	-	-	-	-	-
Supplies	15,000	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250
Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Furniture	0	-	-	-	-	-	-	-	-	-	-	-	-
Total Administration Other	156,400	15,033	15,033	15,033	15,033	12,033	15,033	16,533	10,533	10,533	10,533	10,533	10,533
Total School Administration	442,527	38,877	38,877	38,877	38,877	35,877	38,877	40,377	34,377	34,377	34,377	34,377	34,377
FACILITIES ACQUISITION													
Rents	300,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000
Contract Services-Facilities Support	22,000	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833	1,833
Leasehold Improvements	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Facilities Acquisition	322,000	26,833	26,833	26,833	26,833	26,833	26,833	26,833	26,833	26,833	26,833	26,833	26,833
TRANSPORTATION													
Contracted Services	24,000	0	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	2,400	0
PLANT OPERATIONS													
Security	32,000	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667
Total Plant Operations Salaries	32,000	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667	2,667
Payroll Taxes	2,637	220	220	220	220	220	220	220	220	220	220	220	220
Benefits	8,400	700	700	700	700	700	700	700	700	700	700	700	700
Workers Compensation	480	40	40	40	40	40	40	40	40	40	40	40	40
Total Plant Operations Benefits	11,517	960	960	960	960	960	960	960	960	960	960	960	960
Insurance	40,000	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333
Contract Security	100,000	-	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	-
Telephone	42,000	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500	3,500
Utilities	36,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Supplies	5,000	417	417	417	417	417	417	417	417	417	417	417	417
Total Plant Operations Other	223,000	10,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	20,250	10,250
Total Plant Operations	266,517	13,876	23,876	23,876	23,876	23,876	23,876	23,876	23,876	23,876	23,876	23,876	13,876
PLANT MAINTENANCE													
Contracted Services	26,000	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167	2,167
DEBT SERVICE													
Interest	0	-	-	-	-	-	-	-	-	-	-	-	-
Repayment on Line of Credit	0	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	2,199,438	181,484	182,948	183,303	184,012	182,181	186,351	189,494	184,911	184,557	184,203	184,203	171,791
EXCESS REVENUES OVER EXPENDITURES	49,276	21,121	1,417	2,823	5,635	4,775	12,915	2,131	6,714	7,068	7,422	7,422	19,834
CHANGE IN ACCOUNTS PAYABLE BALANCE	-	-	-	-	-	-	-	-	-	-	-	-	-
NET CHANGE IN CASH	49,276	21,121	1,417	2,823	5,635	4,775	12,915	2,131	6,714	7,068	7,422	7,422	19,834
CASH BALANCE, ENDING	**$ 102,145**	**$ 73,989**	**$ 75,406**	**$ 78,229**	**$ 83,864**	**$ 88,639**	**$ 101,554**	**$ 103,685**	**$ 110,398**	**$ 117,466**	**$ 124,889**	**$ 132,311**	**$ 152,145**

ATTACHMENT X1
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
OPERATING BUDGET AT 50% OF PROJECTED ENROLLMENT
FISCAL YEAR 2025

		FY25
October		70
February		130
PROJECTED AVERAGE ENROLLMENT		100
FUND BALANCE, BEGINNING	**$**	**489**
REVENUES		
FEFP		748,425
Capital Outlay		50,600
E*Rate Federal Funding		-
Contributions by Management Company		1,120,000
TOTAL REVENUES		1,919,025
EXPENDITURES		
INSTRUCTION		
Instructional (Classroom) Teachers		208,000
2 Hour Pay Differential		7,167
Specialty Teachers		78,000
Total Instruction Salaries		293,167
Payroll Taxes		23,183
Benefits		46,200
Workers Compensation		4,398
Total Instruction Benefits		73,781
ESE Consultants (Therapy Services)		5,000
Contracted Services-Curriculum Support		137,000
Supplies		9,750
Textbooks		1,800
Equipment		5,000
Furniture		2,500
Software		22,750
Total Instruction Other		183,800
Total Instruction		550,748
PUPIL PERSONNEL SERVICES		
Salaries		95,100
Total Pupil Personnel Salaries		95,100
Payroll Taxes		7,653
Benefits		16,800
Workers Compensation		1,427
Total Pupil Personnel Taxes and Benefits		25,880
Total Pupil Personnel Services		120,980
INSTRUCTIONAL MEDIA SERVICES		
Contracted Services-Information Technology		80,000
Hardware Maintenance		20,000

Total Instructional Media Services	100,000
STAFF TRAINING	
Contracted Services	10,000
BOARD	
Legal Fees	10,000
Contracted Services - ESP (Mgmt Fees)	-
Contracted Services - Accounting & Audit	15,000
Insurance	12,000
District Administration Fee (3%)	37,421
Total Board	74,421
SCHOOL ADMINISTRATION	
Principal / Director	100,000
Asst Principal	80,000
EAS	41,600
Total Administration Salaries	221,600
Payroll Taxes	17,519
Benefits	25,200
Workers Compensation	3,324
Total Administration Taxes and Benefits	46,043
Contract Services-Data and Statistical Support	17,000
Contract Services-School District Relations Support	34,000
Contract Services-Purchases and Payables	25,000
Contract Services-Payroll and Human Resources	25,000
Travel	8,000
Equipment Rental	2,400
Marketing	18,000
Supplies	15,000
Equipment	-
Furniture	-
Total Administration Other	144,400
Total School Administration	412,043
FACILITIES ACQUISITION	
Rents	300,000
Contract Services-Facilities Support	22,000
Leasehold Improvements	-
Total Facilities Acquisition	322,000
TRANSPORTATION	
Contracted Services	26,650
PLANT OPERATIONS	
Security	41,600
Total Plant Operations Salaries	41,600
Payroll Taxes	3,371
Benefits	8,400
Workers Compensation	624
Total Plant Operations Benefits	12,395
Insurance	40,000

Contract Security	100,000
Telephone	42,000
Utilities	30,600
Supplies	3,500
Total Plant Operations Other	216,100
Total Plant Operations	270,095
PLANT MAINTENANCE	
Contracted Services	26,000
TOTAL EXPENDITURES	**1,912,938**
EXCESS REVENUES OVER EXPENDITURES	**6,088**
FUND BALANCE, ENDING	**$ 6,577**

ATTACHMENT Y
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
OPERATING BUDGET
START-UP PERIOD ENDING JUNE 30, 2024

	Start-Up
FUND BALANCE, BEGINNING	**$ -**
REVENUES	
FEFP	-
Capital Outlay	-
E*Rate Federal Funding	-
Contributions by Management Company	2,640,000
TOTAL REVENUES	2,640,000
EXPENDITURES	
INSTRUCTION	
Instructional (Classroom) Teachers	-
Specialty Teachers	-
Total Instruction Salaries	-
Payroll Taxes	-
Benefits	-
Workers Compensation	-
Total Instruction Benefits	-
ESE Consultants (Therapy Services)	-
Supplies	-
Textbooks	-
Equipment	356,000
Furniture	-
Software	-
Total Instruction Other	356,000
Total Instruction	356,000
PUPIL PERSONNEL SERVICES	
Salaries	-
Total Pupil Personnel Salaries	-
Payroll Taxes	-
Benefits	-
Workers Compensation	-
Total Pupil Personnel Taxes and Benefits	-
Total Pupil Personnel Services	-
INSTRUCTIONAL MEDIA SERVICES	
Hardware Maintenance	5,000
Total Instructional Media Services	5,000
STAFF TRAINING	
Contracted Services	10,000
BOARD	
Legal Fees	10,000
Contracted Services - ESP (Mgmt Fees)	-
Contracted Services - Accounting & Audit	-
Insurance	-
District Administration Fee (3%)	-
Total Board	10,000

ATTACHMENT Y
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
OPERATING BUDGET
START-UP PERIOD ENDING JUNE 30, 2024

	Start-Up
SCHOOL ADMINISTRATION	
Principal / Director	28,750
Asst Principal	19,500
Executive Assistant	10,400
Total Administration Salaries	58,650
Payroll Taxes	4,652
Benefits	7,350
Workers Compensation	880
Total Administration Taxes and Benefits	12,882
Travel	5,000
Equipment Rental	600
Marketing	20,000
Supplies	7,000
Equipment	12,000
Furniture	175,000
Total Administration Other	219,600
Total School Administration	291,132
FACILITIES ACQUISITION	
Rents	75,000
Leasehold Improvements	1,835,000
Total Facilities Acquisition	1,910,000
TRANSPORTATION	
Contracted Services	-
PLANT OPERATIONS	
Security	-
Total Plant Operations Salaries	-
Payroll Taxes	-
Benefits	-
Workers Compensation	-
Total Plant Operations Benefits	-
Insurance	-
Telephone	-
Utilities	5,000
Supplies	-
Total Plant Operations Other	5,000
Total Plant Operations	5,000
PLANT MAINTENANCE	
Contracted Services	-
DEBT SERVICE	
Interest	-
Principal Payments	
TOTAL EXPENDITURES	**2,587,132**
EXCESS REVENUES OVER EXPENDITURES	**52,868**
FUND BALANCE, ENDING	**$ 52,868**

ATTACHMENT Y ASSUMPTIONS
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
START UP BUDGET ASSUMPTIONS
FOR PERIOD PRIOR TO 2024-2025 SCHOOL YEAR (EXPECTED TO BE APRIL THROUGH JUNE 30, 2024)

REVENUES	
Contribution by Management Company	Contribution by Management Company represents funding of shortfalls for school operating costs
EXPENDITURES	
INSTRUCTIONAL MEDIA SERVICES	
Hardware Maintenance	Estimated amount
STAFF TRAINING	
Contracted Services	Estimated amount
BOARD	
Legal	Estimated Legal Start Up Costs
SCHOOL ADMINISTRATION	
Principal / Director	Principal / Director @ $100,000 for 3 months
Asst Principal	Asst Principal @ $80,000 for 3 months
Enrollment Administrative Specialist	EAS @ $41,600 for 3 months
Payroll Taxes	FICA: 7.65% of gross salaries; SUTA: 2.7% of first $7,000 per employee
Benefits	Estimate based on schools currently managed; $875 per month per employee. Approx 80% of population
Workers Compensation	1.5% of gross salaries
Travel	Estimated amount
Equipment Rental	$200 per month for copier lease - estimated
Marketing	Estimated amount
Supplies	Estimated amount
Equipment	Estimated amount
Furniture	Estimated amount
FACILITIES ACQUISITION	
Rents	Estimated amount based on current rents in area during construction period
Utilities	Deposits and temporary utilities needed for construction - estimated

ATTACHMENT Y
FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING - Manatee County
BUDGETED START-UP MONTHLY CASH FLOW
FOR THE PERIOD EXPECTED TO BE April 1, 2024 THROUGH JUNE 30, 2024

	Total	Apr	May	Jun
CASH BALANCE, BEGINNING	**-**	**-**	**2,582,457**	**2,540,413**
REVENUES - Cash inflows				
Contributions by Management Company	$ 2,640,000	$ 2,640,000	$ -	$ -
TOTAL REVENUES	**2,640,000**	**2,640,000**	**-**	**-**
EXPENDITURES - Cash outflows				
INSTRUCTION				
Equipment	356,000	-	-	356,000
Furniture	-	-	-	-
Total Instruction Other	356,000	-	-	356,000
Total Instruction	356,000	-	-	356,000
PUPIL PERSONNEL SERVICES				
Salaries	-	-	-	-
Total Pupil Personnel Salaries	-	-	-	-
Payroll Taxes	-	-	-	-
Benefits	-	-	-	-
Workers Compensation	-	-	-	-
Total Pupil Personnel Taxes and Benefits	-	-	-	-
Total Pupil Personnel Services	-	-	-	-
INSTRUCTIONAL MEDIA SERVICES				
Contracted Services-Information Technology	-	-	-	-
Hardware Maintenance	5,000	1,667	1,667	1,667
	5,000	1,667	1,667	1,667
STAFF TRAINING				
Contracted Services	10,000	2,500	2,500	5,000
BOARD				
Legal	10,000	4,000	3,000	3,000
Total Board	10,000	4,000	3,000	3,000
SCHOOL ADMINISTRATION				
Principal / Director	28,750	9,583	9,583	9,583
Asst Principal	19,500	6,500	6,500	6,500
Admin Support	10,400	3,467	3,467	3,467
Total Administration Salaries	58,650	19,550	19,550	19,550
Payroll Taxes	4,652	1,551	1,551	1,551
Benefits	7,350	2,450	2,450	2,450
Workers Compensation	880	293	293	293
Total Administration Taxes and Benefits	12,882	4,294	4,294	4,294
Travel	5,000	1,666	1,667	1,667
Equipment Rental	600	200	200	200
Marketing	20,000	-	5,000	15,000
Supplies	8,000	2,666	2,667	2,667
Equipment	20,000	20,000	-	-
Furniture	25,000	-	-	25,000
Total Administration Other	78,600	24,532	9,534	44,534
Total School Administration	150,132	48,376	33,378	68,378
FACILITIES ACQUISITION				
Rents	75,000	-	-	75,000
Leasehold Improvements	-			
Total Facilities Acquisition	75,000	-	-	75,000
Site Acquisition and Management Costs	-	-	-	-
Utilities	5,000	1,000	1,500	2,500
Total Plant Operations Other	5,000	1,000	1,500	2,500
Total Plant Operations	5,000	1,000	1,500	2,500
TOTAL EXPENDITURES	**611,132**	**57,543**	**42,045**	**511,545**
Change in Cash Flows	**2,028,868**	**2,582,457**	**(42,045)**	**(511,545)**
CASH BALANCE, ENDING	**$ 2,028,868**	**$ 2,582,457**	**$ 2,540,413**	**$ 2,028,868**

ALS
Accelerated Learning Solutions

January 20, 2023

Mr. Dwight Barber
4619 Reisswood Loop
Palmetto, FL 34221

Dear Mr. Barber,

This letter confirms that Accelerated Learning Solutions, LLC. (ALS) will provide financial support to Florida High School for Accelerated Learning – Manatee, Inc. (the "Board") for the establishment and operations of Florida High School for Accelerated Learning – Manatee County, Inc. (the "School") in accordance with the management agreement by and between ALS and the Board (the "Agreement"), provided: (1) the School's application is approved by The School Board of Manatee County; and (2) ALS and the Board execute the Agreements.

Pursuant to the Agreement, ALS may advance certain administrative start-up funds to the Board including funds necessary to procure insurance, provide Board training, and pay Board legal and accounting expenses (collectively, the "Charter Organization Expenses"). Charter Organization Expenses that are advanced by ALS shall be repaid to ALS, without interest, by the Board.

Pursuant to the Agreement, ALS shall provide the funds necessary to finance tenant improvements and equipment ("fixed asset purchases"); and other start-up and working capital needs of each School (collectively, the "Operational Expenses"). In accordance with the Agreement, ALS assumes the financial risk and responsibility for all fixed asset purchases and operational expenses in excess of the sum of the monthly management fee for all years each Agreement is in force.

We look forward to working with you over the next several months to develop the School.

Best Regards,

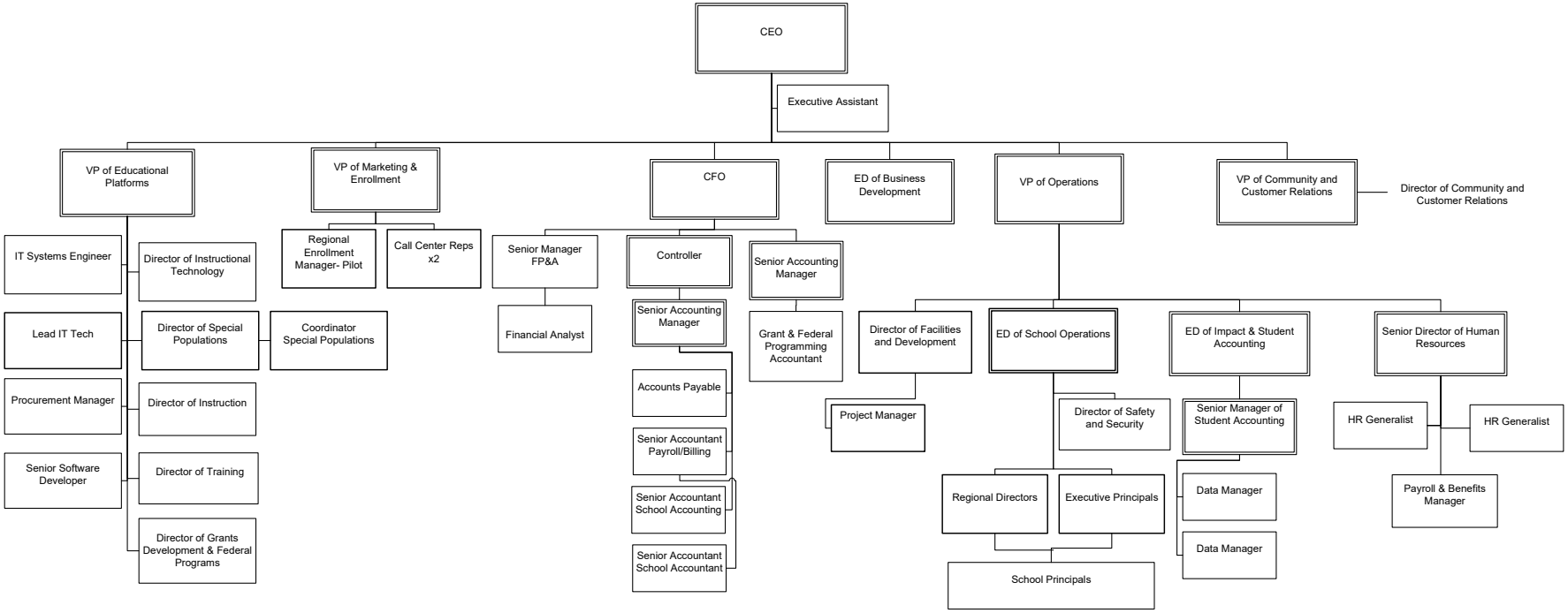
Angela Whitford-Narine
Chief Operating Officer

COMMISSIONER'S LETTER OF VERIFICATION OF HIGH-PERFORMING STATUS
(Not applicable)

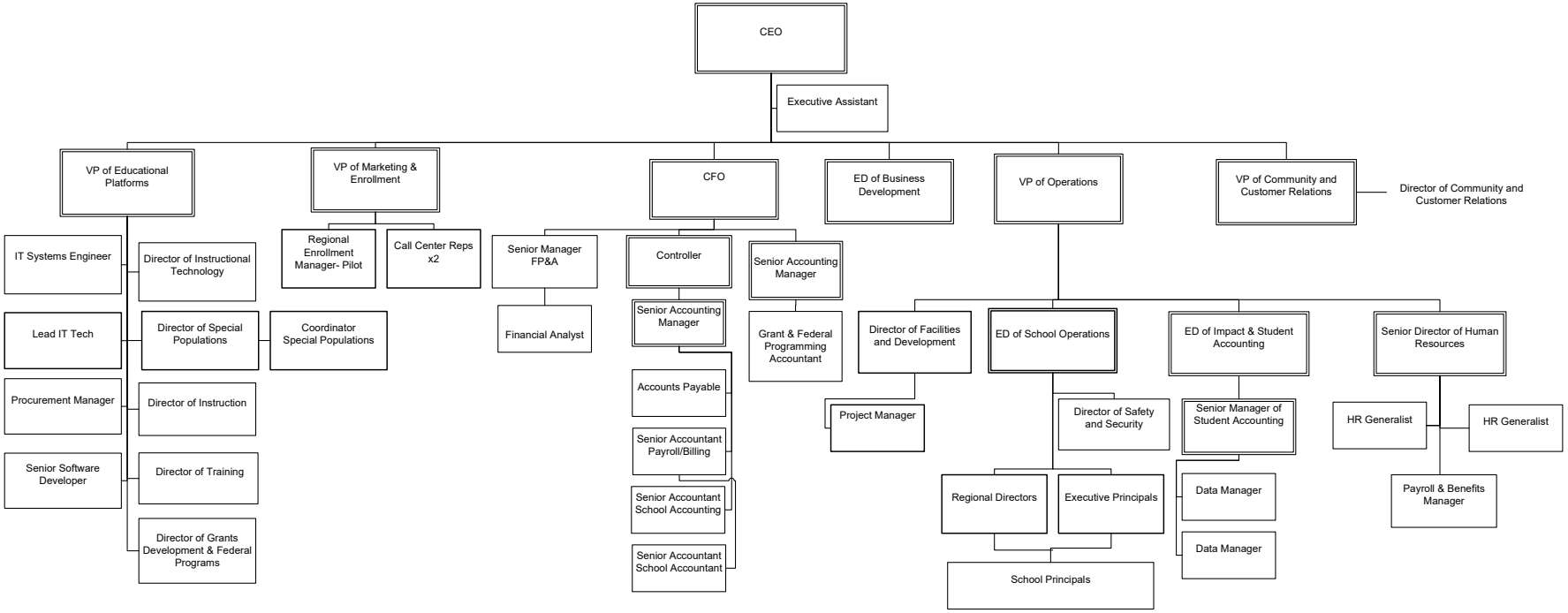
The Florida Model Charter School application requires:

> **If the applicant is submitting as a High-Performing Replication:**
> Identify the High-Performing Charter School that is submitting the application and include as Attachment AA the Commissioner of Education letter pursuant to s. 1002.331(5)F.S., designating such school as High-Performing.

Florida High School for Accelerated Learning – Manatee, Inc. is not applying as a high-performing replication, so this attachment is not applicable.


CEO
Executive Assistant
VP of Educational Platforms
VP of Marketing & Enrollment
CFO
ED of Business Development
VP of Operations
VP of Community and Customer Relations
Director of Community and Customer Relations
IT Systems Engineer
Director of Instructional Technology
Lead IT Tech
Director of Special Populations
Coordinator Special Populations
Procurement Manager
Director of Instruction
Senior Software Developer
Director of Training
Director of Grants Development & Federal Programs
Regional Enrollment Manager- Pilot
Call Center Reps x2
Senior Manager FP&A
Financial Analyst
Controller
Senior Accounting Manager
Accounts Payable
Senior Accountant Payroll/Billing
Senior Accountant School Accounting
Senior Accountant School Accountant
Senior Accounting Manager
Grant & Federal Programming Accountant
Director of Facilities and Development
Project Manager
ED of School Operations
Director of Safety and Security
Regional Directors
Executive Principals
School Principals
ED of Impact & Student Accounting
Senior Manager of Student Accounting
Data Manager
Data Manager
Senior Director of Human Resources
HR Generalist
HR Generalist
Payroll & Benefits Manager

ATTACHMENT CC - ESP ORG CHART AFTER GROWTH
(Page 1 of 1)



Applicant Worksheet History - Addendum C

Schools Currently or Previously Operated by Management Company

ALS Education			Status as of the date application is submitted. For any school that is closed, please attach separate page explaining reasons for closure, with supporting documentation if applicable.	Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned Fund Balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
				Year 0 (Most Recent Year) 2022-23				
District	School Name	MSID	Status (Active/Closed)	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Miami-Dade	Green Springs High School	7067	Active	547 / 27.2%	Not Yet Released	$ 4,336,753.00	92.00%	No
Miami-Dade	Kendall Greens High School	7516	Active	511 / 29.6%	Not Yet Released	$ 857,622.00	19.00%	No
Miami-Dade	North Gardens High School	7068	Active	462 / 27.3%	Not Yet Released	$ 3,085,615.00	76.20%	No
Miami-Dade	North Park High School	7069	Active	548 / 29.8%	Not Yet Released	$ 4,604,081.00	90.82%	No
Hillsborough	Seminole Heights Charter High School	6646	Active	239 / 87.3%	Not Yet Released	$ 385,031.00	19.06%	No
Hillsborough	West University Charter High School	6659	Active	464 / 80.4%	Not Yet Released	$ 1,545,513.00	39.99%	No
Lee	Coronado High School	4251	Active	318 / 32.7%	Not Yet Released	$ (31,036.00)	-1.09%	No
Lee	Island Park High School	4274	Active	334 / 18.0%	Not Yet Released	$ (84,931.00)	-2.89%	No
Lee	North Nicholas High School	4242	Active	338 / 26.9%	Not Yet Released	$ (48,813.00)	-1.57%	No
Orange	Aloma High School	0120	Active	448 / 1.3%	Not Yet Released	$ 228,534.00	5.20%	No
Orange	Chancery High School	0085	Active	478 / 1.3%	Not Yet Released	$ 331,024.00	6.99%	No
Orange	Econ River High School	1002	Active	327 / 0.9%	Not Yet Released	$ 205,139.00	6.03%	No
Orange	Sheeler High School	0084	Active	365 / 4.4%	Not Yet Released	$ 403,576.00	11.20%	No
Orange	Sunshine High School	0202	Active	431 / 0.2%	Not Yet Released	$ 305,069.00	6.78%	No
Palm Beach	Quantum High School	3401	Active	404 / 26.2%	Not Yet Released	$ 2,090,890.00	52.08%	No
Palm Beach	Worthington High School	3421	Active	362 / 24.6%	Not Yet Released	$ 1,884,930.00	51.71%	No
Seminole	Elevation High School	9263	Active	244 / 69.3%	Not Yet Released	$ 19,119.00	0.87%	No

Applicant Worksheet History - Addendum C

Schools Currently or Previously Operated by Management Company

ALS Education			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -1 (2021-22)				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Miami-Dade	Green Springs High School	7067	554 / 71.8%	Commendable	$ 3,002,527.00	79.48%	No
Miami-Dade	Kendall Greens High School	7516	387 / 71.3%	Maintaining	$ (3,162,794.00)	-135.91%	No
Miami-Dade	North Gardens High School	7068	511 / 69.5%	Commendable	$ 2,941,629.00	71.65%	No
Miami-Dade	North Park High School	7069	561 / 68.6%	Commendable	$ 6,082,766.00	157.24%	No
Hillsborough	Seminole Heights Charter High School	6646	255 / 81.6%	Maintaining	$ 574,638.00	35.38%	No
Hillsborough	West University Charter High School	6659	426 / 81.2%	Maintaining	$ 1,201,817.00	38.62%	No
Lee	Coronado High School	4251	382 / 5.5%	Maintaining	$ 200,266.00	8.01%	No
Lee	Island Park High School	4274	332 / 3.9%	Maintaining	$ (33,444.00)	-1.44%	No
Lee	North Nicholas High School	4242	368 / 8.2%	Commendable	$ 186,698.00	8.10%	No
Orange	Aloma High School	0120	409 / 1.7%	Commendable	$ 160,781.00	5.68%	No
Orange	Chancery High School	0085	427 / 0.9%	Commendable	$ 259,058.00	8.60%	No
Orange	Econ River High School	1002	324 / 0.9%	Commendable	$ 16,045.00	0.71%	No
Orange	Sheeler High School	0084	345 / 1.7%	Commendable	$ 174,882.00	7.42%	No
Orange	Sunshine High School	0202	446 / 2.5%	Commendable	$ 125,517.00	3.95%	No
Palm Beach	Quantum High School	3401	393 / 51.9%	Commendable	$ 1,598,450.00	57.35%	No
Palm Beach	Worthington High School	3421	362 / 47.5%	Commendable	$ 1,690,852.00	60.37%	No
Seminole	Elevation High School	9263	219 / 65.3%	Commendable	$ (7,590.00)	-0.48%	No

Applicant Worksheet History - Addendum C

Schools Currently or Previously Operated by Management Company

ALS Education			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -2 (2020-21)				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Miami-Dade	Green Springs High School	7067	512 / 43.8%	Commendable	4,651,953.00	112.91%	No
Miami-Dade	Kendall Greens High School	7516	n/a	School Not Yet Open	n/a	n/a	n/a
Miami-Dade	North Gardens High School	7068	335 / 41.8%	School did not opt-in*	1,895,755.00	67.55%	No
Miami-Dade	North Park High School	7069	504 / 42.1%	Commendable	4,518,121.00	121.11%	No
Hillsborough	Seminole Heights Charter High School	6646	214 / 30.8%	School did not opt-in*	719,072.00	72.80%	No
Hillsborough	West University Charter High School	6659	307 / 36.2%	School did not opt-in*	587,266.00	26.91%	No
Lee	Coronado High School	4251	271 / 2.6%	School did not opt-in*	161,041.00	7.28%	No
Lee	Island Park High School	4274	265 / 0.0%	School did not opt-in*	161,422.00	6.26%	No
Lee	North Nicholas High School	4242	261 / 2.3%	School did not opt-in*	162,061.00	7.13%	No
Orange	Aloma High School	0120	379 / 1.1%	School did not opt-in*	178,971.00	5.88%	No
Orange	Chancery High School	0085	409 / 0.5%	School did not opt-in*	227,776.00	6.79%	No
Orange	Econ River High School	1002	284 / 0.7%	School did not opt-in*	144,938.00	5.72%	No
Orange	Sheeler High School	0084	298 / 0.0%	School did not opt-in*	151,301.00	6.43%	No
Orange	Sunshine High School	0202	403 / 0.5%	School did not opt-in*	166,308.00	5.15%	No
Palm Beach	Quantum High School	3401	285 / 39.3%	School did not opt-in*	1,077,276.00	48.52%	No
Palm Beach	Worthington High School	3421	257 / 48.6%	School did not opt-in*	785,339.00	36.88%	No
Seminole	Elevation High School	9263	n/a	School Not Yet Open	n/a	n/a	n/a
			*Pursuant to FDOE Emergency Order No. 2021-EO-02, only schools for which an opt-in request was submitted by the school district superintendent or charter school governing board have a school Improvement rating assigned for 2021.				

Applicant Worksheet History - Addendum C

Schools Currently or Previously Operated by Management Company

ALS Education			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -3 (2019-20)				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Miami-Dade	Green Springs High School	7067	545 / 24.3%	SIR Not Assigned	3,361,354.00	95.32%	No
Miami-Dade	Kendall Greens High School	7516	n/a	School Not Yet Open	n/a	n/a	n/a
Miami-Dade	North Gardens High School	7068	384 / 27.4%	SIR Not Assigned	1,334,997.00	46.01%	No
Miami-Dade	North Park High School	7069	517 / 28.3%	SIR Not Assigned	3,206,022.00	82.71%	No
Hillsborough	Seminole Heights Charter High School	6646	248.5 / 65.0%	SIR Not Assigned	651,876.00	36.09%	No
Hillsborough	West University Charter High School	6659	271.5 / 74.4%	SIR Not Assigned	251,797.00	13.99%	No
Lee	Coronado High School	4251	261 / 20.8%	SIR Not Assigned	143,882.00	7.53%	No
Lee	Island Park High School	4274	309.5 / 2.1%	SIR Not Assigned	106,792.00	4.78%	No
Lee	North Nicholas High School	4242	260.5 / 5.0%	SIR Not Assigned	137,358.00	7.20%	No
Orange	Aloma High School	0120	414.5 / 0.2%	SIR Not Assigned	168,329.00	5.15%	No
Orange	Chancery High School	0085	414 / 1.3%	SIR Not Assigned	131,893.00	4.04%	No
Orange	Econ River High School	1002	269.5 / 2.1%	SIR Not Assigned	97,712.00	4.60%	No
Orange	Sheeler High School	0084	292 / 0.3%	SIR Not Assigned	194,296.00	8.50%	No
Orange	Sunshine High School	0202	345.5 / 0.3%	SIR Not Assigned	81,463.00	2.98%	No
Palm Beach	Quantum High School	3401	311 / 20.3%	SIR Not Assigned	687,917.00	28.24%	No
Palm Beach	Worthington High School	3421	228.5 / 28.7%	SIR Not Assigned	428,927.00	23.93%	No
Seminole	Elevation High School	9263	n/a	School Not Yet Open	n/a	n/a	n/a

Applicant Worksheet History - Addendum C

Schools Currently or Previously Operated by Management Company

ALS Education			Indicate final membership as reported in February survey (Survey 3) and percentage of students eligible for Free/Reduced Lunch	Indicate school grade issued pursuant to s. 1008.34, F.S., or School Improvement Rating issued pursuant to s. 1008.341, F.S. Authorizers may find more detailed academic performance data at http://schoolgrades.fldoe.org/.	Unassigned fund balance from independent annual audit. Deficit fund balances should be reported in parentheses. For example, an unassigned fund balance deficit should be reported as ($25,000).	Indicate the unassigned fund balance as a percentage of total revenue. (Unassigned fund balance divided by total revenue)	Applicant should indicate whether the independent financial audit included any of the following findings: financial emergency condition pursuant to s. 218.503(1), deteriorating financial condition, or going concern. If response is "Yes," please attach separate page explaining why. If audit is not yet available, indicate with N/A. Authorizer may review complete audits at http://www.myflorida.com/audgen/ or request from authorizing district.
			Year -4 (2018-19)				
District	School Name	MSID	Enrollment /FRL%	School Grade/School Improvement Rating	Year End Fund Balance	Unassigned Fund Balance as Percentage of Total Revenue	Audit Finding (Yes/No)
Miami-Dade	Green Springs High School	7067	520.5 / 32.2%	Commendable	2,535,479.00	64.91%	No
Miami-Dade	Kendall Greens High School	7516	n/a	School Not Yet Open		n/a	n/a
Miami-Dade	North Gardens High School	7068	348.62 / 29.7%	Commendable	878,022.00	36.31%	No
Miami-Dade	North Park High School	7069	486.44 / 35.6%	Commendable	2,092,565.00	64.70%	No
Hillsborough	Seminole Heights Charter High School	6646	270.28 / 69.8%	Commendable	883,610.00	52.03%	No
Hillsborough	West University Charter High School	6659	265.51 / 31.7%	Commendable	313,881.00	17.75%	No
Lee	Coronado High School	4251	222.78 / 4.8%	Commendable	105,709.00	6.18%	No
Lee	Island Park High School	4274	332.08 / 1.2%	Commendable	86,115.00	3.58%	No
Lee	North Nicholas High School	4242	281.86 / 0.3%	Commendable	101,898.00	5.39%	No
Orange	Aloma High School	0120	434.12 / 27.3%	Commendable	108,875.00	3.42%	No
Orange	Chancery High School	0085	379.16 / 35.6%	Commendable	118,546.00	3.97%	No
Orange	Econ River High School	1002	279.38 / 4.5%	Commendable	69,988.00	3.32%	No
Orange	Sheeler High School	0084	268.78 / 32.0%	Commendable	547,572.00	27.26%	No
Orange	Sunshine High School	0202	306.66 / 41.3%	Commendable	86,225.00	3.59%	No
Palm Beach	Quantum High School	3401	369.26 / 66.9%	Commendable	501,214.00	19.44%	No
Palm Beach	Worthington High School	3421	261.88 / 68.2%	Commendable	445,648.00	24.05%	No
Seminole	Elevation High School	9263	n/a	School Not Yet Open	n/a	n/a	n/a

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT ("***Agreement***") is entered into effective as of this ____ day of _____, 2023, by and between ALS Education, LLC, a Delaware corporation (the "***Company***"), and FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC., a Florida not-for-profit corporation (the "***Charter Organization***").

W I T N E S S E T H:

WHEREAS, the Charter Organization has been authorized to operate a Charter School (the "Charter School") in Manatee County, Florida, pursuant to a Charter School Contract dated _____ (the "***Contract***"), between the Charter Organization and The School Board of Manatee County, Florida ("***Sponsor***"); and

WHEREAS, the Charter Organization does not currently possess all of the requisite knowledge, skills and experience to form and operate the Charter School;

WHEREAS, the Charter Organization desires to retain the Company to provide certain management oversight and other consulting services necessary to support the Charter Organization in organizing and operating a charter school in accordance with the Contract; and

WHEREAS, the Company desires to provide the aforementioned services.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the parties hereto agree as follows:

1. Statement of Mission and Purpose: Services and Deliverables.

a. Mission and Purpose. The mission of the Charter Organization is to help at-risk students earn a standard high school diploma and prepare for postsecondary success. The parties acknowledge and agree that the statement (herein referred to as the "***Statement of Mission and Purpose***") reflects the overall principles and philosophy upon which the Charter School is being developed. The services to be provided and the obligations of the parties hereunder will adhere to these overriding principles and philosophy, including:

i. The Charter Organization has developed a philosophy of recognizing each student as an individual. The educational program, goals and objectives, and methods of accountability toward the objectives, will be set according to the situation of each individual student.

ii. The Charter Organization's goal is to provide a school program and educational opportunities for students who might not be best suited for traditional schools and to maximize development and learning opportunities for students leading to a high school diploma. These students include, but are not necessarily limited to:

A. Students who have dropped out of their school of last attendance or who are perilously close to doing so;

B. Students in need of more intensive remedial support and individualized

academic programming than can be offered in a traditional high school environment;

C. Students with other family requirements and/or commitments that may prevent attendance at regularly scheduled programs at traditional public schools; and

D. Students facing social and/or emotional challenges that have served as obstacles to personal and academic success.

iii. Students must demonstrate annual progress toward a diploma and toward all other performance targets as defined in the Contract.

iv. The Charter School must demonstrate curriculum alignment with the standards set by the State of Florida.

v. All material requirements of the Contract and applicable requirements of local, state and federal laws relating to the Charter School will be met, and any areas identified as not in compliance will be cured within a reasonable time frame;

vi. All audits that may be required relating to the Charter Organization's obligations will be successfully completed, given allowance for appropriate time for documentation, reporting, and analysis.

b. In accordance with the foregoing, the Company, among other things, shall provide the Charter Organization the following services subject to the approval of the Charter Organization:

i. <u>School Facility:</u>

A. Identify the demographics of the population of students that the Charter School may appeal to for identification of appropriate locations for the facility;

B. Identify the necessary components of and possible locations for the Charter School facility within the target area that the Charter Organization identified in its application;

C. When a potential Charter School facility is located, negotiate the lease or purchase of the Charter School facility and perform appropriate due diligence for such facility;

D. Procure capital improvements, variances, zoning and other legal requirements necessary for the Charter School's facility;

E. Work with the property owner, local governments, and contactors to make reasonable improvements in the Charter School facility as needed for the Charter School's operations and the safety, health and welfare of the Charter School's students; and

F. Perform routine building maintenance for cleanliness and safety.

ii. Furniture, Fixtures and Equipment:

A. Research, investigate and evaluate possible manufacturers and equipment that may assist the Charter Organization in achieving its mission, educational goals and performance objectives;

B. Once possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of manufacturer, equipment and competitors;

C. Negotiate the terms for the purchase or lease of all furniture, computers, software, equipment, and other personal property necessary for the operation of the Charter School;

D. Consummate the purchase or lease of the equipment and from the time of the purchase or lease and, at all times thereafter, manage and maintain the equipment in proper working order; and

E. Maintain, as necessary, all inventories of personal property of the Charter Organization.

iii. Management and Management Consulting:

A. Perform day-to-day management of the Charter School, in accordance with the Statement of Mission and Purpose and the non-profit purpose of the Charter School, the Contract and subject at all times to the governance of the Charter Organization;

B. Implement the educational model, curriculum and program development subject to the oversight of the Charter Organization;

C. Perform periodic evaluations and assessments of the Charter School's educational model, curriculum and program with a goal of continuous improvement;

D. Assist in preparation of the budget and financial reports for submission to the Charter Organization for approval illustrating, among other things, actual results and how those results align with the projected budgets and explaining any variances;

E. Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are reasonably necessary in day-to-day operations or as specifically required by the Contract;

F. Provide all data information management services, testing, and testing analysis;

G. Draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures, as the same are from time to time developed by the Company and as reasonably

requested by the Charter Organization;

H. Assist in identifying and applying for grants;

I. Assist in spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto; and

J. Coordinate with other advisors engaged by the Charter Organization, including, but not limited to, legal and financial.

iv. Technology Support Services:

A. Research, investigate and evaluate possible technology solutions and manufacturers thereof capable of assisting the Charter Organization in achieving the Statement of Mission and Purpose and the performance objectives as stated herein;

B. When possible alternatives are identified, perform additional due diligence regarding terms, conditions and pricing of such manufacturer, technology as well as identifying any competitors;

C. Negotiate the terms of the purchase or lease of all furniture, computers, software, equipment, and other personal property reasonably necessary for the operation of the Charter School;

D. Consummate the purchase or lease of the equipment and, from the time of the purchase or lease and at all times thereafter, manage and maintain the equipment in proper working order;

E. To the extent possible, integrate purchased technology solutions with the Charter School's curriculum;

F. Perform initial and ongoing staff and teacher training with respect to the technology;

G. Provide access to Company supply sources (including supply sources of affiliates of the Company) to obtain centralized purchasing discounts where applicable and available; and

H. Perform other technology support services as mutually agreed upon by the Charter Organization and Company.

v. Operational Support Services:

A. Advise and train staff and teachers on admissions and expulsion procedures, including utilization of forms and systems;

B. Consult and advise in implementing accounting and bookkeeping systems and preparing for annual audits as required by the Sponsor or any

other governmental entity having jurisdiction over the Charter School;

C. Perform quality data tracking (such as student data related to attendance and academic performance) and, to the extent possible, integrating such data as the Charter School's technology system is developed;

D. Provide periodic reports on student performance, including whether educational goals and measurements are being achieved as required by the Contract;

E. Assist in the completion of compliance reporting as required by the Contract.

F. Pursuant to the Charter Organization's request, assist in the procurement of legal, accounting and auditing services for the Charter Organization and provide reasonable assistance to such accountant and auditor in the performance of their respective functions.

vi. Insurance Services:

A. Evaluate appropriate types and levels of insurance coverage for the operations of the Charter School, taking into account the specific activities of the Charter Organization and the Company, and the customary types and levels of insurance maintained by similarly situated schools;

B. Obtain quotes for such insurance from reputable providers and, with the approval of the Board, purchase and maintain the appropriate types and levels of insurance coverage and policy limits as may be required by the Contract and/or applicable law.

2. Term. The term of this Agreement shall commence on the date of full execution of this Agreement, and shall continue for a term that is concurrent with the term of the Contract, as it may be extended, allowed unofficially to continue beyond its expiration date, or renewed either under the same or a new contract that allows the Charter School to continue to operate, unless terminated sooner pursuant to the terms herein. In the event the Contract is terminated or not renewed, the Charter Organization and the Company may enter into another agreement to address services the Company may provide associated with issues involving closing the Charter School, appealing any Sponsor decisions related to termination or non-renewal, or other services not addressed in this Agreement.

3. Contract. The Charter Organization agrees that the Board of Directors of the Charter Organization (the "***Board***") shall govern the Charter School and be responsible for overseeing the Charter School's operations in accordance with the Contract and applicable law. To assist the Board and the Charter Organization in carrying out the terms of the Contract, the Company will provide the Charter Organization and the Board the educational model and the equipment, supplies, facilities, services and labor relating to the provision of education, management and day-to-day operation of the Charter School, in accordance with the material terms and conditions of the Contract, applicable law, and consistent with the Statement of Mission and Purpose.

4. Payment of School and Board Expenses.

a. The Company will assume all financial risk associated with the day-to-day operation of the Charter School, except as otherwise specifically set forth herein ("Charter ***School Expenses***"). For the avoidance of doubt, Charter School Expenses shall not include Board Expenses (defined below).

b. The Board shall be solely responsible for the following expenses: directors' and officers' insurance, legal fees for representation of the Board, general accounting, audit and tax preparation fees, expenses related to the Charter Organization's corporate formation and qualification for tax-exempt status (and the ongoing maintenance such corporate and tax status), and all other miscellaneous expenses, costs and/or fees incurred in the connection with the Board's oversight of the Company's performance (collectively, "***Board Expenses***").

c. During the first two years of the Charter School's operations, the Company will advance funds to the Board to pay properly-incurred Board Expenses. Beginning in the third year of the Charter School's operation, the Company may, in its sole discretion, advance funds to the Charter Organization to pay Board Expenses in an amount not to exceed $50,000. To the extent the Company advances any amount in excess of $50,000, the Company may require that such advance(s) are documented by a promissory note and such other reasonable and customary documentation as may be required by the Company. Any advance by the Company for Board Expenses shall be repaid by the Board to the Company, without interest.

5. Responsibility. In connection with the services provided by the Company hereunder, the Company will:

a. provide such information and written reports as may be reasonably requested by the School or any member of the Board and consistent with the Statement of Mission and Purpose, including periodic reports on student performance, copies of reports and other materials provided to any oversight entity, and evidence of compliance with the terms of the Contract;

b. attend regularly scheduled and special meetings of the Board; and

c. upon reasonable notice and during regular business hours, provide the Board and its properly designated representatives with access to inspect the Charter School facilities, to review and audit the books and records relating to the Charter School, and the Company's performance under this Agreement, and to meet with and interview employees of the Company (including teachers) associated directly with the Charter School.

d. perform such other support services that are reasonably requested by the Charter Organization from time to time; provided that if services are requested that are beyond the scope of this Agreement, such services may be subject to additional costs and expenses payable to the Company by the Charter Organization.

6. Educational Program. The educational model and program developed and provided by the Company to the Charter Organization (the "***Educational Model***") has been approved by the Charter Organization and may be adapted and modified by the Company from

time to time only upon obtaining prior written approval of the Charter Organization. The Charter Organization and the Company agree to work together to effectuate any necessary change in the educational program, recognizing that an essential principle of this educational program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency; provided that, any such changes shall be consistent with the Statement of Mission and Purpose.

7. Subcontracts. The Company reserves the right to subcontract any and all aspects of services it agrees to provide to the Charter Organization; provided, however, that the Company shall not have the right to subcontract its responsibility to perform the day-to-day management of the Charter Organization under this Agreement. Even in the event that the Company subcontracts any of its services, the Company shall remain primarily liable to the Board for all services contemplated herein.

8. Rules and Procedures. The Company shall propose, and the Charter Organization shall adopt, reasonable rules, regulations and procedures applicable to the Charter School, and the Company shall be required by the Charter Organization to enforce such rules, regulations and procedures at all times.

9. Authority. The Company shall have the authority and power necessary to undertake its responsibilities described in this Agreement, subject at all times to the oversight of the Board.

10. Obligation of the Charter Organization.

a. The Charter Organization shall work with the Company to develop policies, rules, regulations, procedures, curriculum and budgets which the Company shall implement and follow in satisfying its obligations under the Contract, this Agreement and applicable law.

b. The Charter Organization shall not take action that is inconsistent with the Contract, this Agreement or applicable law and agrees to perform its obligations under the Contract, this Agreement and applicable law in a timely manner. The Charter Organization shall take appropriate action in a timely manner to cure any violations of the Contract, this Agreement or applicable law, including appropriate action as to an individual member of the Board who violates the Contract, this Agreement or applicable law. Each party agrees that if it shall commit or threaten to commit a breach of any of the covenants and agreements contained in this Section 10, then the other party shall have the right to seek all appropriate injunctive and other equitable remedies therefor, in addition to any other rights and remedies that may be available at law, it being acknowledged and agreed that any such breach would cause irreparable injury to the other party and that money damages would not provide an adequate remedy therefor.

11. Fees.

a. Educational Model Development Fee. The Charter Organization shall pay to the Company the sum of any grants intended to cover start-up costs of the Charter School to the extent permitted by the terms of such grants, which shall be non-refundable and deemed fully earned when paid.

b. Continuing Fee. The Charter Organization shall also pay a monthly continuing fee (the "***Monthly Fee***") to the Company of ninety-seven percent (97%) of the Charter Organization's Qualified Gross Revenues. "***Qualified Gross Revenues***" shall mean revenues and income received by the Charter Organization from the following sources: Basic State Funding, Special Education Funding, Class Size Funding, Mental Health and Safety Funding, and income sources provided by state, federal and local law and/or obtained through the Company's efforts, which are not specifically excluded herein and/or which are not otherwise provided for below. Qualified Gross Revenue does not include student fees or PTA/PTO income, which shall be retained 100% by the Charter Organization. Qualified Gross Revenue also does not include any state or federal funding that is meant to be a dollar -for -dollar reimbursement for expenditures made by the Charter Organization/Company, such as Lunch Program Revenues, which funding shall be paid 100% to the party incurring such expenditures for expenditures previously made. The Monthly Fee shall be calculated by the Company and invoiced to the Charter Organization monthly, within fifteen (15) days of the end of each month and shall be due and payable in full within fifteen (15) days of the Charter Organization's receipt of said invoice. Notwithstanding the foregoing, the Charter Organization will pay the Company 100% of all contributions and grants not specifically referenced above received by the Charter Organization as a result of the Company's efforts, which are to assist in the implementation of the educational program, model and/or the day-to-day operations of the Charter School. For Company fees and expenses incurred pursuant to this Agreement, the Charter Organization may advance such fees and expenses provided that documentation for the fees and expenses are provided to the Charter Organization for ratification. All distributions by the Charter Organization to the Company not specifically contemplated by this Section 11 shall require the prior written approval of a designated member of the Charter Organization.

c. Payment of Costs. Except as otherwise provided in this Agreement, all costs incurred in providing the Educational Model and the day-to-day operations of the Charter School shall be paid by the Company, whether or not the fees to be paid to the Company by the Charter Organization herein are sufficient to satisfy the same. Such costs shall include, but shall not be limited to, salaries for all personnel, costs for curriculum materials, textbooks, library books, facilities, computers, and other equipment, software, supplies, maintenance, and capital improvements of the Charter School.

d. Payment Method. Unless otherwise specified by the Company, all fees, costs or expenses payable hereunder shall, at the Company's option, may be paid via electronic funds transfer. The Charter Organization shall cooperate with the Company to set up and establish necessary accounts and procedures with respect to such payments.

e. Survival. This Section 11 shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination shall have been paid in full.

12. Personnel and Training.

a. Personnel Responsibility. In addition to the other duties to be performed by the Company hereunder, and at all times subject to the oversight of the Charter Organization, the Company will have the responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, transfer and terminate personnel, consistent with the Contract, the Statement of Mission and Purpose, and state and federal law.

b. Charter School Administrator. The Company will have the authority, consistent with the Contract and state law and subject to the oversight and review of the Charter Organization, to select and supervise the Charter School Administrator and to hold him or her accountable for the success of the Charter School. The Charter School Administrator and the Company, in turn, will have similar authority to select and hold accountable the teachers in the Charter School, subject to the oversight of the Charter Organization.

c. Teachers. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Company will determine the number of teachers and the applicable grade levels and subjects required for the operation of the Charter School, subject to the oversight of the Charter Organization. The Company will provide the Charter School with such teachers, qualified in the grade levels and subjects required, as are required by law, subject to the oversight of the Charter Organization. The curriculum taught by such teachers shall be the curriculum prescribed by the Company and approved by the Charter Organization. Such teachers may, at the discretion of the Company and subject to the oversight of the Charter Organization, work at the Charter School on a full or part -time basis.

d. Support Staff. Prior to the commencement of the first school year under this Agreement, and from time to time thereafter, the Company will determine the number and functions of support staff, qualified in the areas required, as are required by the Charter School, subject to the oversight of the Charter Organization. Such support staff may, at the discretion of the Company, work at the Charter School on a full or part -time basis.

e. Training. Subject to direction from the Charter Organization, the Company shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Non-instructional personnel shall receive such training as the Company determines as reasonable and necessary under the circumstances, subject to the oversight of the Charter Organization.

f. Salary and Benefits. The Company shall inform the Charter Organization, upon request, of compensation and fringe benefit levels of any Charter School-based employee of the Company. For employees that the Company provides to the Charter School, the Company assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance.

13. Additional Programs. The services provided by the Company and the Charter Organization under this Agreement consist of the delivery of the Educational Model and the day-to-day operation of the Charter School. The Charter Organization and the Company may decide that the Company may provide additional programs which are not inconsistent with the Contract or state or federal law. Any revenues collected from such programs will go directly to the Charter Organization and shall be subject to the fees set forth in Section 11.

14. Termination by the Charter Organization. The Charter Organization may terminate this Agreement in the event:

a. the Contract is not awarded, revoked, rescinded or is terminated; or

b. the Company materially breaches this Agreement and the Company does not cure such material breach before the later of (x) ninety (90) days of its receipt of written notice from the Charter Organization identifying in reasonable detail the facts giving rise to the alleged breach, or (y) the end of the then current academic semester, unless the breach cannot be reasonably cured within the applicable cure period in which case such breach will be a basis for termination so long as the Company has undertaken and is continuing efforts to cure such material breach. Notwithstanding the foregoing, in the event that a material breach creates an imminent danger to the lives of students, parents or others, said breach must be cured immediately upon written notice from the Charter Organization. Failure to cure immediately may result in immediate termination of the Agreement.

15. Termination by the Company. The Company may, at its option, terminate this Agreement upon the occurrence of any of the following events:

a. Excluding the first year of operation, if any academic year results in operating deficits, provided that any notice of termination delivered to the Charter Organization after commencement of the school year shall not be effective until the beginning of next succeeding school calendar year;

b. The Charter Organization fails to pay any fees due to the Company within fourteen (14) days of receiving written notice that such fees are due;

c. Charter Organization is in material default under any other condition, term or provisions of this Agreement or the Contract, which default remains uncured for the period of thirty (30) days from the time that the Charter Organization receives written notice of said default, unless the default cannot be reasonably cured within 30 days, in which case the Charter Organization shall promptly undertake or continue efforts to cure said material default within a reasonable time;

d. Any material reduction in state or federal funding for the Charter School's students provided that any notice of termination delivered to the Charter Organization after school opens for education of students for any school year shall not be effective until the next succeeding academic year; or

e. Any Company facility that is instrumental to the implementation of the Educational Model or the day-to-day operations of the Charter School is damaged such that, in the Company's reasonable discretion, providing, maintenance or continuing of Charter School operations would be unfeasible, uneconomical or impractical, provided that notice of termination is delivered by the Company to the Charter Organization promptly within sixty (60) days after the occurrence of the event(s) giving rise to such right of termination.

In the event that the Charter Organization or the Company elects to terminate this Agreement for any of the aforementioned reasons, except failure to pay and the Charter Organization continues to pay the Company the fees due the Company pursuant to Section 11,

then the Company shall continue to perform its obligations hereunder, notwithstanding such notice of termination, until the end of the then current school calendar year. In the event that the Charter Organization fails to continue to pay the fees owed to the Company pursuant to Section 11, the Company may terminate the Agreement after the expiration of the fourteen (14) day period.

16. Duties Upon Termination.

a. Upon termination of this Agreement for any reason whatsoever, the Charter Organization shall immediately pay to the Company and/or any of the Company's affiliates any monies owing to such person or entity. Furthermore, subject to applicable law, the Charter Organization shall return to the Company any of the Company's proprietary materials relating to the Educational Model and the Company's methods of instruction or operation and, subject to paragraph (b) below, real and personal property and all such material purchased by the Company in furtherance of this Agreement shall be the property of the Company. The Company shall assist the Charter Organization in any transition of management and operations, including, but not limited to, (i) the orderly transition of all student records and other Charter Organization property, equipment and material (if any), (ii) sending notices to students as reasonably requested by the Charter Organization, and (iii) at the Charter Organization's option, delivering student records directly to the students. This Section shall survive any expiration or termination of this Agreement. If this Agreement is cancelled due to closure of the Charter School, all assets purchased with public funds will revert to the ownership of the District as provided pursuant to section 1002.33(8)(d) of the Florida Statutes. This Section 16(a) shall survive any expiration or termination of this Agreement.

b. Upon termination of this Agreement for any reason, the Charter Organization shall have the right at its sole option, exercisable by written notice to the Company delivered within thirty (30) days of the final termination date, to (i) have all personal property leases relating to the operation of the Charter School that are in the name of the Company assigned to and assumed by the Charter Organization, to the extent permitted by the terms thereof, applicable law, and to the extent that such a right can be negotiated into any leases, and (ii) purchase all personal property owned by the Company and used exclusively or primarily in connection with the operation of the Charter School. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining costs basis" of such assets (as that term is defined below) at the time of purchase. This Section 16(b) shall survive any expiration or termination of this Agreement.

For purposes of this Agreement, the ''remaining cost basis" of such personal property shall be calculated based upon the straight-line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by the Company. In the event that Charter Organization purchases the personal property, the Charter Organization must purchase all of said personal property (other than proprietary materials and must also exercise the Charter Organization's option to assume the lease of the Charter School facility and vice versa.

c. All financial, educational and student records of the Charter School will be property of the Charter Organization and such records will be subject to the Freedom of Information Act. In addition, all Charter School financial records shall be made available to the Charter Organization's independent auditor.

17. License. As contained herein, the Company developed and owns the proprietary rights to the Florida High School for Accelerated Learning Educational Model (the "***Model***"). The Company hereby grants the Charter Organization a limited license to use the Model and the name "Florida High School for Accelerated Learning" (the "***Name***") in connection with its operation of the Charter School. At such time as this Agreement is terminated or otherwise expires, the license granted herein shall automatically terminate and the Charter Organization shall (a) immediately cease use of the Name and Model; (b) immediately begin doing business by some name other than the Name(s), which shall not consist in any variation or manner of the words "Accelerated" or "Learning" used in combination with each other; and (c) notify the Sponsor, the Florida Department of Education and any other oversight entity of the name change, including but not limited to the Secretary of State. This Section 17 shall survive any expiration or termination of this Agreement. Each party agrees that if it shall commit or threaten to commit a breach of any of the covenants and agreements contained in this Section 17, then the other party shall have the right to injunctive relief and all other equitable remedies therefor, in addition to any other rights and remedies that may be available at law, it being acknowledged and agreed that any such breach would cause irreparable injury to the other party and that money damages would not provide an adequate remedy therefor.

18. Relationship of the Parties. The parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the parties.

19. No Third-Party Beneficiaries. This Agreement and the provisions hereof are for the exclusive benefit of the parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

20. Notices. Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid, facsimile (provided a copy is sent by one of the other permitted methods of notice), or a nationally recognized overnight carrier, addressed as follows:

If to the Company to:	Angela Whitford-Narine, CEO ALS Education, LLC 5850 T.G. Lee Blvd, Suite 345 Orlando, FL 32822
With a Copy to:	Wick Phillips 3131 McKinney Avenue, Suite 500 Dallas, Texas 75204 Attn: Chris Kirkpatrick
If to the Charter Organization to:	FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC., 5850 T.G. Lee Blvd, Suite 345 Orlando, FL 32822

With a Copy to: John Hearn Esq.
1001 NW 119th Avenue
Coral Springs, FL 33071

21. Severability. The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

22. Waiver and Delay. No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as they may be amended, without regard to any jurisdiction's conflicts of law provisions.

24. Assignment: Binding Agreement. Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Consent to be provided within 30 days conditioned upon the ability of the Board to achieve a quorum. Failure to provide consent within 30 days of request shall constitute approval unless an extension is mutually agreed upon by both parties. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

25. Independent Activity. The parties to this Agreement understand that the Company's business is to operate and to manage charter schools throughout the State. As such, the parties acknowledge and agree that the Company and its affiliates may manage, operate or otherwise provide similar services to other charter schools in the State of Florida and elsewhere even though such charter schools may be considered competitive with the Charter School and the services provided to the Charter Organization are not on an exclusive basis. The members of the Board shall provide to the Company such information as may be reasonably requested by the Company to determine the qualifications and independence of the members of the Board, including any other board positions of other charter schools.

26. Representations and Warranties of the Company. The Company hereby represents and warrants to the Charter Organization as follows:

a. The Company is duly organized, validly existing, and in good standing under the laws of the State of Delaware and qualified to do business in the State of Florida and has the authority to carry on its business as now being conducted and the authority to execute, deliver, and perform this Agreement.

b. The Company has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement, and this Agreement is a valid and binding obligation of the Company enforceable against it in accordance with its terms, except as may be limited by federal and state laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

c. The Company has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or

governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

d. The Company has the financial ability to perform all of its duties and obligations under this Agreement.

27. Arbitration.

a. In the event of any dispute between the parties hereto, the parties shall settle said dispute through binding arbitration administered by the American Arbitration Association under the Commercial Arbitration Rules to occur in the County in which the Charter School is located or where the parties may mutually agree (unless otherwise required by any applicable insurance policy or contract). The applicable statute of limitations is tolled until the conclusion of the arbitration process. Unless otherwise agreed to by the parties, each party shall appoint one arbitrator with experience in charter schools and then the two previously selected arbitrators shall agree upon a third. Either party may simultaneously seek equitable or injunctive relief from a court of competent jurisdiction if such party reasonably believes that any delay in seeking such relief is likely to cause irreparable harm.

b. The parties shall have the right of limited pre-hearing discovery, in accordance with the U.S. Federal Rules of Civil Procedure, as then in effect, for a period not to exceed sixty (60) days.

c. As soon as the discovery is concluded, but in any event within thirty (30) days thereafter, the arbitrators shall hold a hearing in accordance with the aforesaid AAA rules. Thereafter, the arbitrators shall promptly render a written decision, together with a written opinion setting forth in reasonable detail the grounds for such decision. Each party shall be responsible for its own costs of arbitration.

d. Judgment may be entered in any court of competent jurisdiction to enforce the award entered by the arbitrators.

28. Right to Jury Trial. Notwithstanding the parties' obligation to submit disputes arising under this Agreement to binding arbitration, in the event that a court of competent jurisdiction or an applicable insurer determines, or a relevant law shall provide, that a particular claim is not subject to the arbitration provisions of Section 27 hereof, then the parties agree to the following provision:

THE PARTIES HEREBY EXPRESSLY COVENANT AND AGREE TO WAIVE THE RIGHT TO TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION OR JUDICIAL PROCEEDING RELATING TO, DIRECTLY OR INDIRECTLY, OR CONCERNING THIS AGREEMENT OR THE CONDUCT, OMISSION, ACTION, OBLIGATION, DUTY, RIGHT, BENEFIT, PRIVILEGE, OR LIABILITY OF A PARTY HEREUNDER TO THE FULLEST EXTENT PERMITTED BY LAW. THIS WAIVER OF RIGHT TO TRIAL BY JURY IS SEPARATELY GIVEN AND IS KNOWINGLY, INTENTIONALLY AND VOLUNTARILY MADE BY THE PARTIES. THE PARTIES HAVE HAD AN OPPORTUNITY TO SEEK LEGAL COUNSEL CONCERNING THIS WAIVER. THIS WAIVER IS INTENDED TO AND DOES ENCOMPASS EACH INSTANCE AND EACH ISSUE AS TO WHICH THE RIGHT TO A JURY TRIAL WOULD OTHERWISE ACCRUE. THIS PROVISION IS A MATERIAL INDUCEMENT OF THE PARTIES ENTERING INTO THE AGREEMENT. THIS WAIVER SHALL APPLY TO THIS AGREEMENT AND ANY FUTURE

AGREEMENTS, SUPPLEMENTS OR MODIFICATIONS OF THIS AGREEMENT. THIS PROVISION SHALL SURVIVE ANY TERMINATION OR CANCELLATION OF THIS AGREEMENT.

29. Force Majeure. Neither party shall be liable for failure to perform all or part of this Agreement by reason of Act of God, plague, pandemic, epidemic, outbreaks of infectious diseases or any other public health crisis, including quarantine or other employee restrictions, labor dispute, act of terrorism, non-delivery, negligence, or inadequate performance by contractors, including, but not limited to, the Sponsor, breakdown of facilities, fire, flood, legal enactment, federal, state or local governmental order, rule or regulation prohibiting or interfering with or making prohibitively costly, Company's ability to fulfill its obligations, or any other cause beyond their respective reasonable control.

30. Change in Law. In the event that there is a change in federal or state law (or in the application or interpretation thereof), the adoption of new legislation or regulations applicable to this Agreement, or the initiation of an enforcement action with respect to legislation, regulations or instructions applicable to this Agreement, any of which affects the continuing viability or legality of this Agreement or the tax-exempt status of Charter Organization, then either party may by written notice propose an amendment to conform this Agreement to existing laws and the parties shall negotiate in good faith to adopt such amendment. To the maximum extent possible, any such amendment shall preserve the underlying economic and financial arrangements between the parties hereunder. In the event it is not possible to amend this Agreement to preserve in all material respects the underlying economic and financial arrangements between the parties, this Agreement may be terminated by either party upon sixty (60) days prior written notice to the other, unless a sooner termination is required by law.

31. Amendment. This Agreement may not be modified or amended except by a writing signed by each party hereto.

32. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when executed, shall be deemed to be an original and all of which together will be deemed to be one and the same instrument. The individual signing on behalf of the named Party personally warrants and represents that he or she is the duly authorized agent of that Party with the authority to execute this Agreement on behalf of the Party.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL:

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING – MANATEE, INC.

By: _____

Title: Chair

Approved as to Form:

By: _____

Title: Charter Organization's Attorney

COMPANY:

ALS Education, LLC

By: Angela Whitford-Narine _____

Title: CEO

School Dashboard Sample

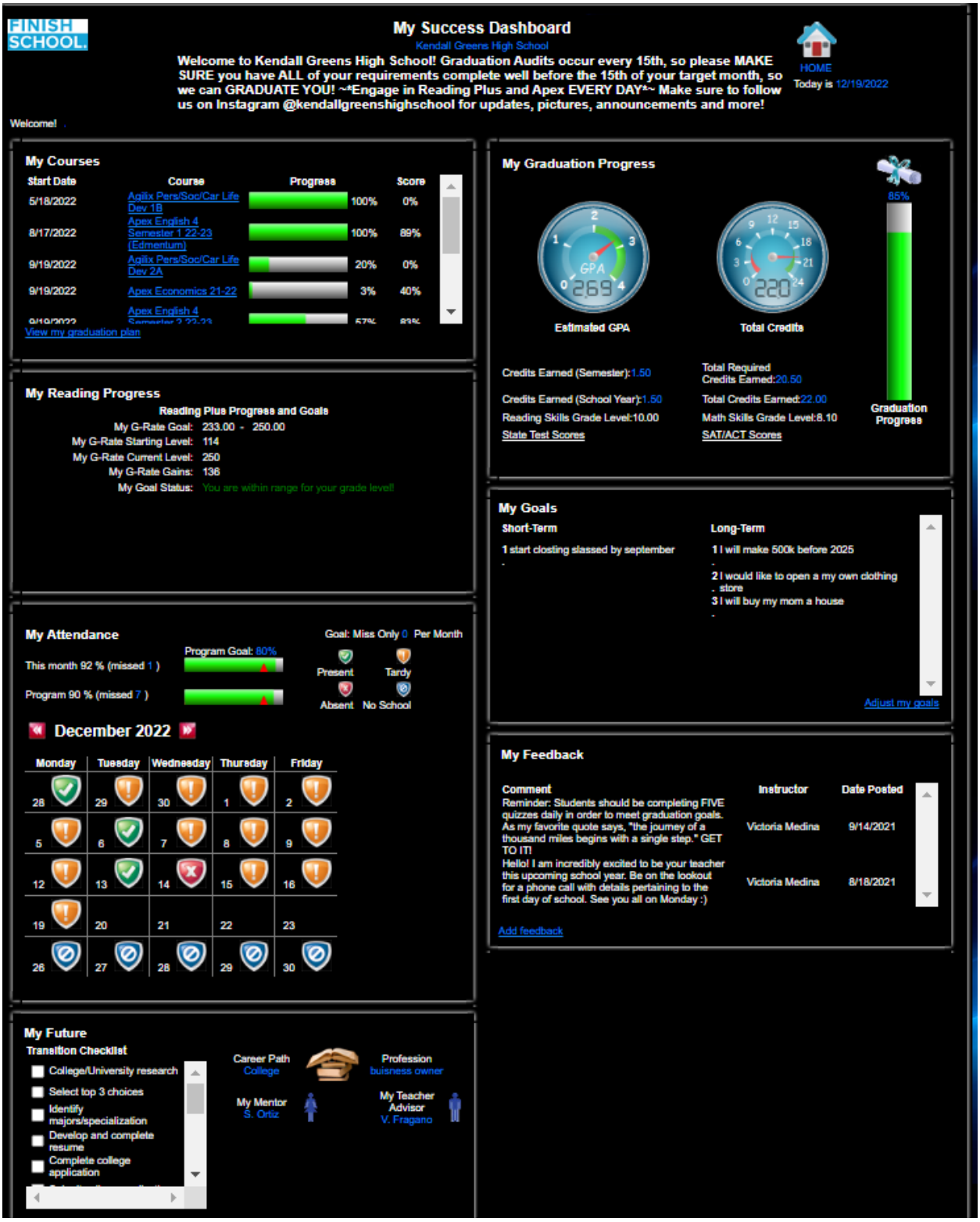
Enrollment		Attendance %		Retention Withdrawn / Served %			Referral / Retention Indicators		
Upcoming FTE Goal	500	Goal	85.0	YTD	48 / 579	91.7	Sending School	Excellence High School	133
Actual	516	YTD	88.4	Last YTD	45 / 489	90.8		Sample High School	108
VAR	16	VAR	3.4	VAR	3	0.9	Referral Reason	Different Learning Environment	323
Last YTD	435	Last YTD	85.6					Failing Grades	231
Reading Plus Active	416	Month	85.6				Withdrawal Reason	Enrolled in GED Program	13
		Today	80.8	80.8				Private School	9

Courses Passed		Credit Earn Rate		Credits Earned YTD			
YTD	1819	Student AVG	4.34	English	160.00	30 Days	265.00
Last YTD	1389			Math	137.00	60 Days	528.50
VAR	430			Science	68.50	90 Days	768.50
Month	133			Social Studies	100.50	120 Days	909.50
LY-Month	161			Electives	398.00	180 Days	909.50
				Other	45.50	180+	0.00
				YTD	909.50		
				Last YTD	694.50		
				Student Average	1.90		

Reading Plus Monitoring		
Level M	70 / 13.31%	
3 Levels of Gains or More	178 / 33.84%	
1 - 2 Levels of Gains	131 / 24.90%	

	Graduates		Post-Secondary				
	Eligible	110	YTD	29	College	23	
	YTD	37	Last YTD	13	Technical	1	
					Military	3	
					Work	2	
					Other	0	

HIGH SCHOOL DASHBOARD



FINISH SCHOOL.

My Success Dashboard

Middle School

Please use the link provided to complete the student survey: https://www.surveymonkey.com/r/FallStudent2022

HOME

Today is 12/12/2022

Welcome! [redacted]

My Courses

Start Date	Course	Progress	Score
4/19/2021	M/J Per, Car, Sch 1	In Progress	0%
4/19/2021	M/J Reading 2	In Progress	0%
6/1/2022	M/J Apex Language Arts 3 Semester 1 21-22	43%	90%
11/17/2022	M/J Apex Grade 8 Mathematics Semester 2 19-20	3%	80%

View my graduation plan

My Middle School Promotion Progress



MS Courses Passed: 3

MS Courses Required: 12

View My Middle School Tracker Report

25%

MS Promotion Progress

My Reading Progress

Reading Plus Progress and Goals

My G-Rate Goal: 206.00 - 214.00

My G-Rate Starting Level: 50

My G-Rate Current Level: 108

My G-Rate Gains: 58

My Goal Status: You are below range for your grade level.

My High School Progress





Estimated GPA

Credits Earned (Semester):0.00

Credits Earned (School Year):0.00

Reading Skills Grade Level:3.00

State Test Scores

Total Credits

Total Required Credits Earned:0.00

Total Credits Earned:0.00

Math Skills Grade Level:1.40

SAT/ACT Scores

0%

Graduation Progress

My Attendance

This month 62 % (missed 3)

Program 82 % (missed 12)

Program Goal: 80%

Goal: Miss Only 0 Per Month

Present Tardy Absent No School

December 2022

Monday	Tuesday	Wednesday	Thursday	Friday
28	29	30	1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

My Goals

Short-Term

1. Isaac will continue to improve his insight on self-regulation, and
   - when he feels he is escalating emotionally, will ask to see a designated staff member to de-escalate in 4 out of 5 occurrences, based on advisory teacher monitoring.
2. I will finish Physical Science by November 15, 2022.

Long-Term

1. I will graduate middle school by the end of the 2022-2023 school
   - year.

Adjust my goals

My Future

Transition Checklist

Career Path Undecided

Profession Undecided

My Mentor Kathy Peers

My Teacher Advisor De Leon, Elysa

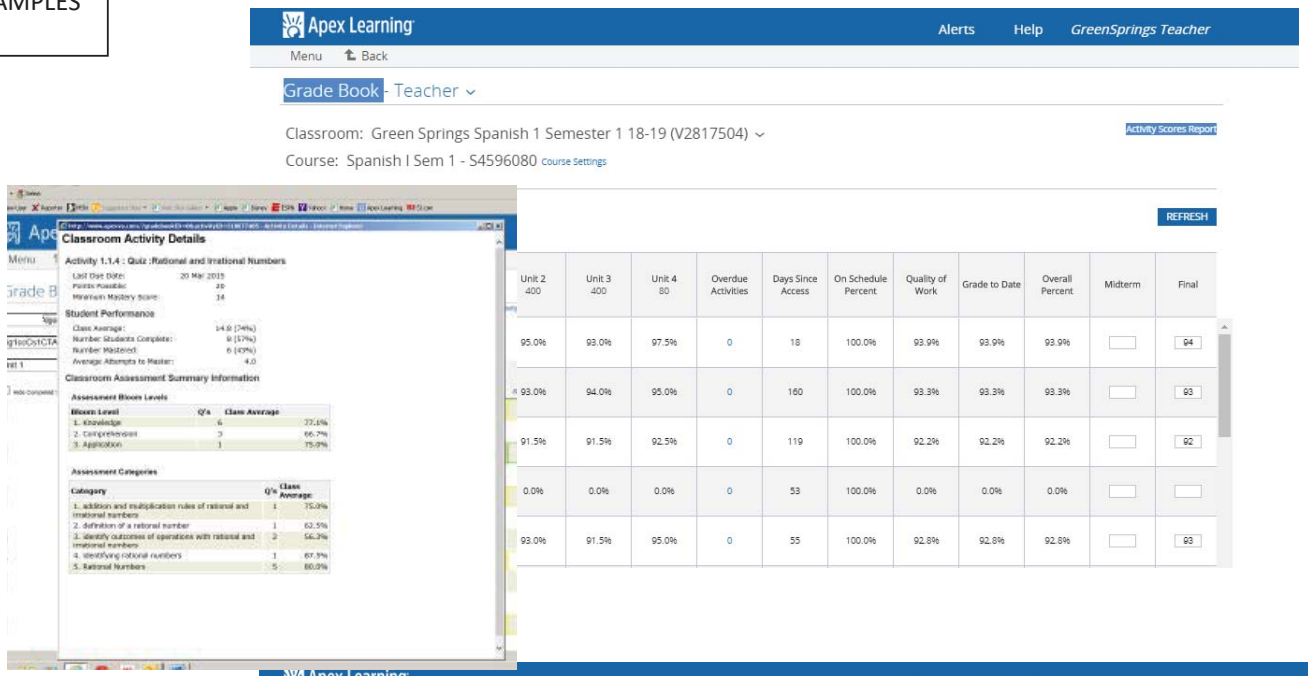
Change my Career Path / Profession

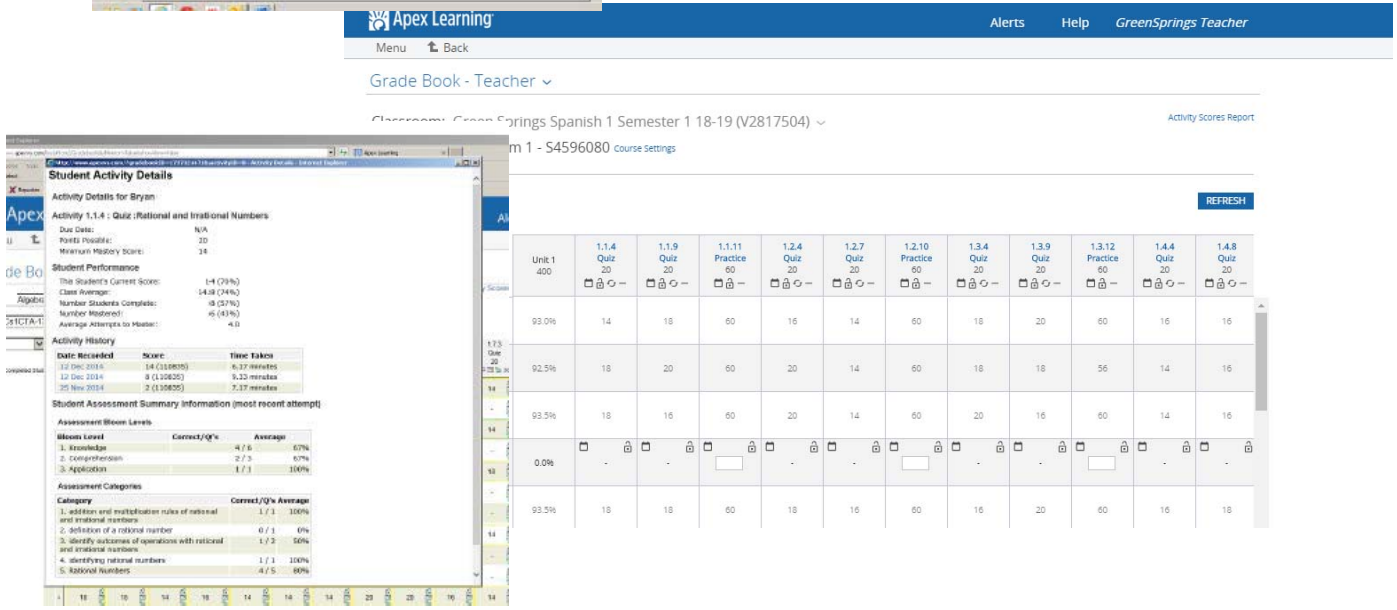
My Feedback

Comment	Instructor	Date Posted
Isaac, you are demonstrating very commendable on task work.	Kathy Peers	8/16/2022

Add feedback

GRADEBOOK SAMPLES





_____High School
GRADUATION CHECKLIST

Student Name: _____ Student #_____
Student Email Address:_____ Student Phone Number: _____
Advisory Teacher: _____ Assigned Session:_____

Task	Responsible Party	Initials & Date
1. Reviewed GP/AP for Required Courses • 24 Credits with required courses • 2.0 GPA	Advisory Teacher	
2. Confirmed submission of all final course completions (includes Personal/Social/Career)	Advisory Teacher	
3. Submitted Course Completion forms and documentation for Personal/Social courses, if applicable	Career Coach	
4. Notified, mentor, tutor, service provider of Graduation Candidacy (if applicable)	Family Support Specialist	
5. Called parents and alerted them that student is in final review as possible graduate	Advisory Teacher	
6. Met with student for transition planning • Postsecondary Transition Plan Completed and status entered in STARS • My Success Dashboard Updated • Student Exit Essay Completed – **OR** – submitted Google Review • Obtained updated address, phone numbers, email address	Career Coach	
7. Entered all outstanding course completions in STARS	Assistant Principal	
8. Ordered initial transcript	Data / Enrollment Specialist	
9. Reviewed transcript and GP/AP to confirm completion of all graduation requirements • 24 credits with required courses • Passed FAST or FSA ELA and Algebra exams (depending on cohort) • Completed all required state EOCs • Give final course completions to Data Specialist • Note in GP/AP if student will be given Certificate of Completion + any other notes	Assistant Principal	

Original: Academic File Copy: Student
Assistant Principal: File completed checklist and Postsecondary Transition Plan in student's academic file.

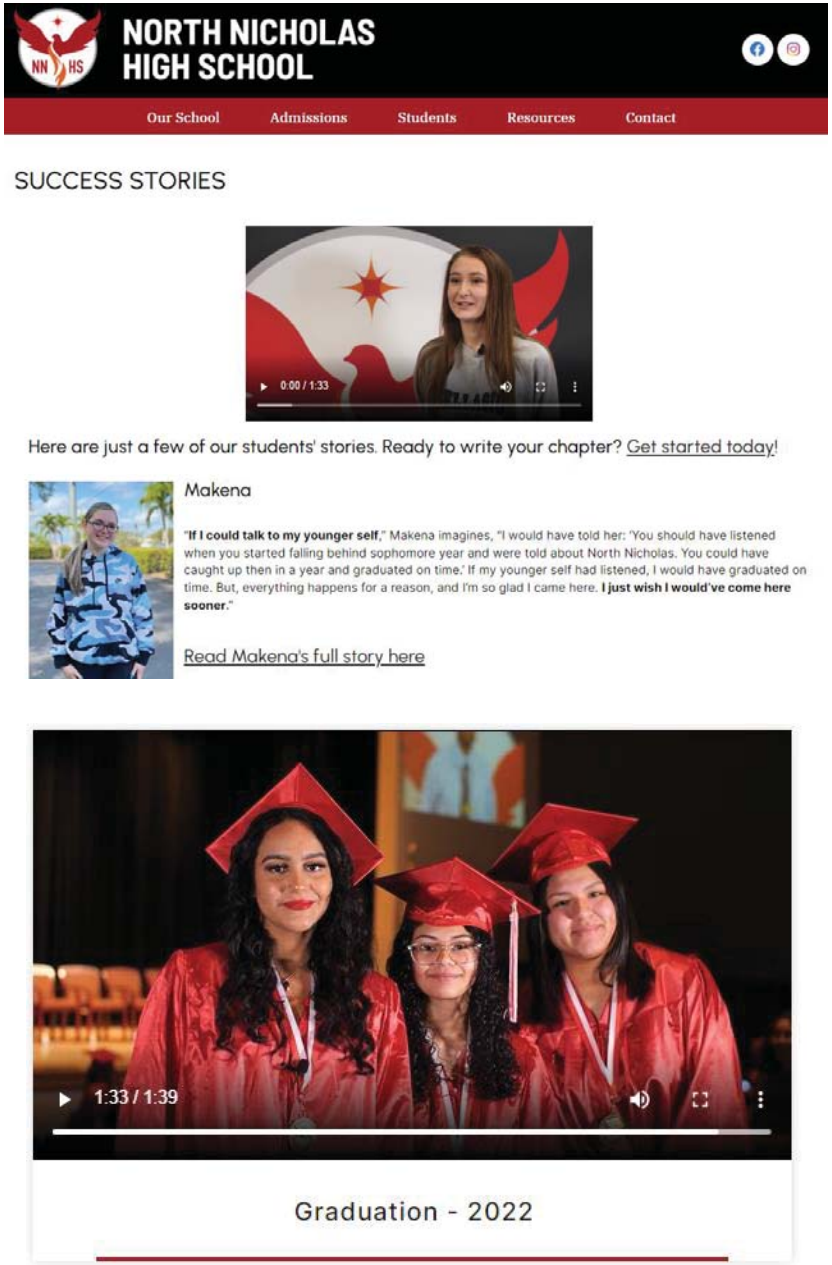
Task	Responsible Party	Initials & Date
10. Entered all outstanding course completions in district system and order/download transcript	Data or Enrollment Specialist	
11. Advised Principal of student graduation status (has or has not met requirements) and request withdrawal approval of student from Principal	Data or Enrollment Specialist	
12. Withdrew student from MIS and STARS effective last day of attendance	Data or Enrollment Specialist	
13. Ordered final district transcripts reflecting graduation date	Data or Enrollment Specialist	
14. Called and/or wrote letter to parents to congratulate student's official completion and provided details re: graduation practice and ceremony and any other event (e.g., senior luncheon)	Principal or Principal Designee	
15. Ensured PPS data is complete in STARS	AP Data Specialist	
16. Filed Graduation Checklist and Postsecondary Transition Plan in Student's Academic file	AP	
17. Ensured student has no outstanding obligations	Data Specialist	
18. Obtained Height and Weight of student for Cap and Gown	Career Coach	

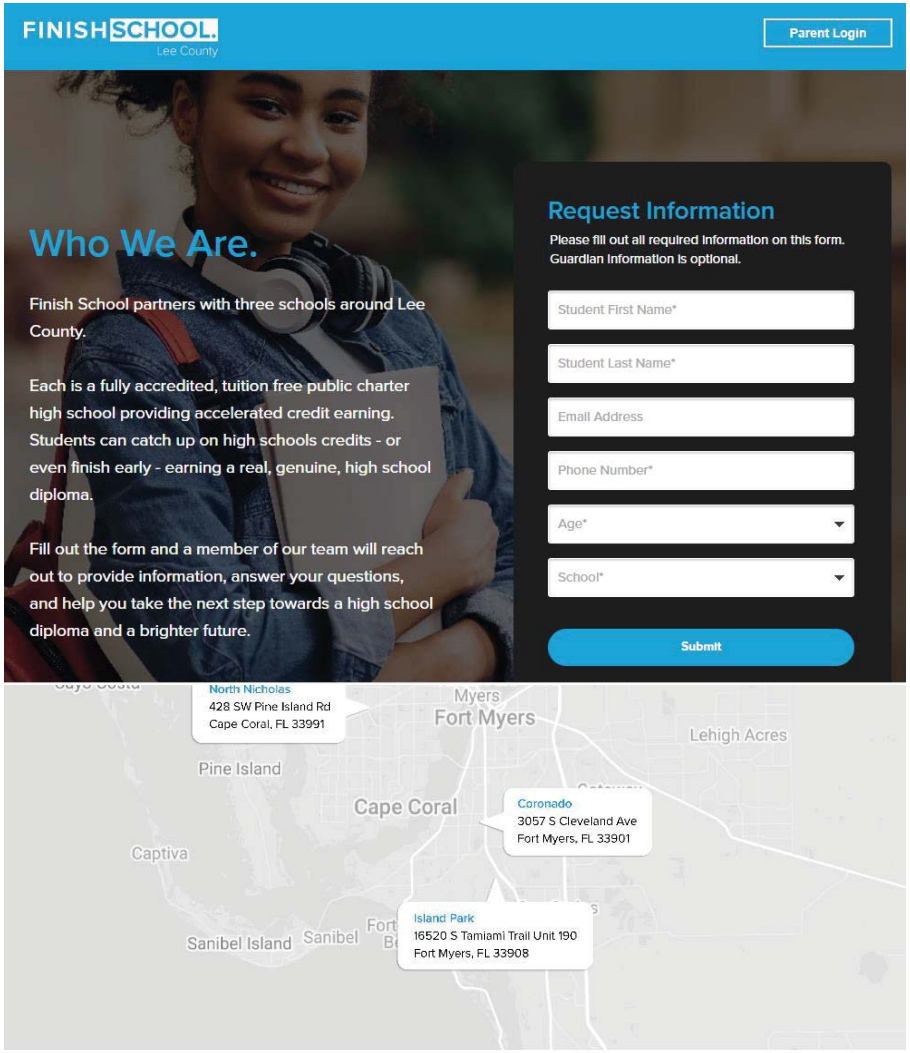
Updated 12/19/2022

Original: Academic File **Copy:** Student
Assistant Principal: File completed checklist and Postsecondary Transition Plan in student's academic file.

MARKETING EXAMPLES

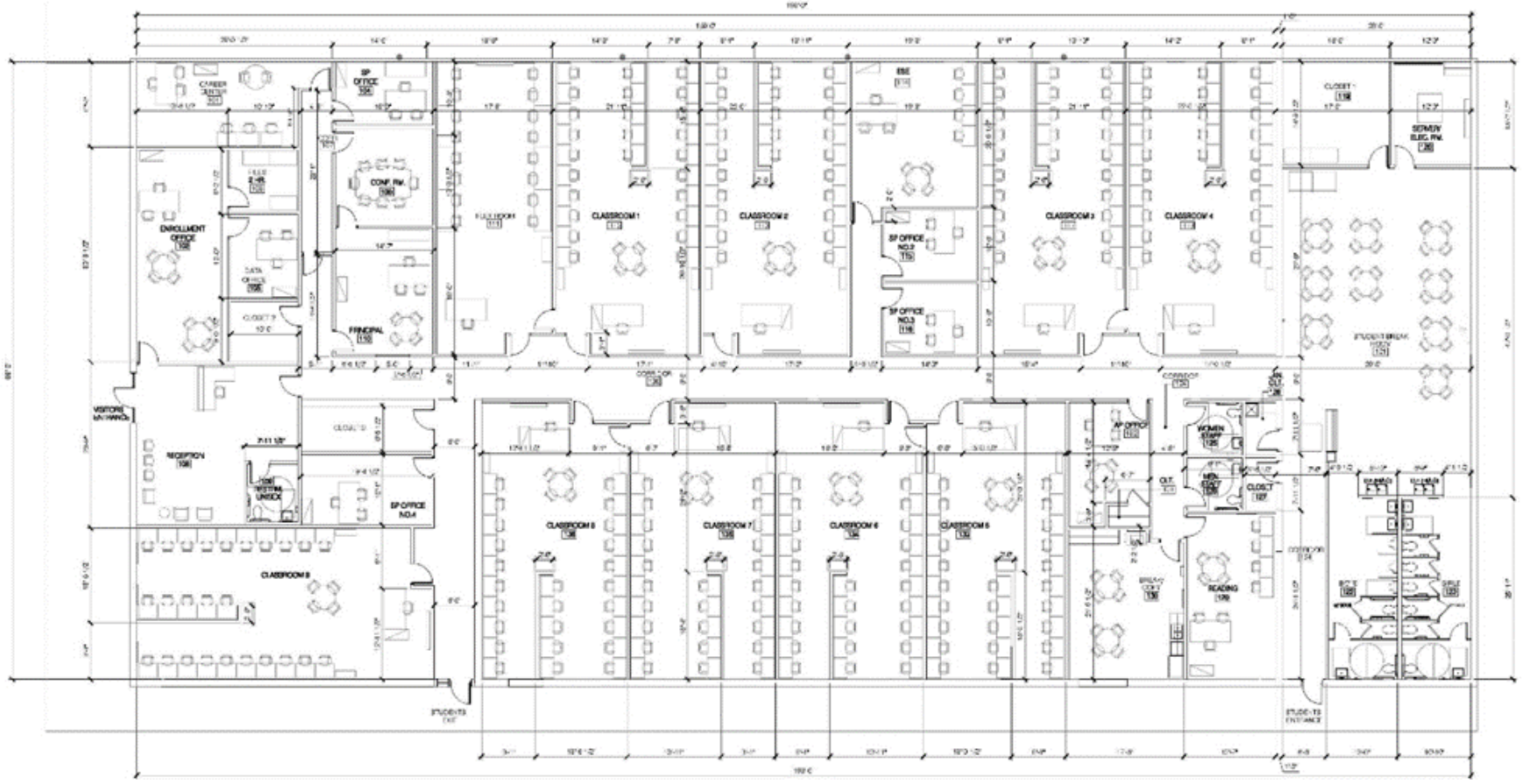






A diploma is more than a piece of paper. It's your ticket to a better future.

SAMPLE FACILITY LAYOUT



Florida Charter School Application Evaluation Instrument

Each section presents criteria for a response that meets the standard, and these criteria should guide the overall rating for the section. The Strengths and Weaknesses boxes provide space to identify data and other evidence that supports the rating. The rationale for each rating is important, especially if some of the data or evidence does not fit neatly into the criteria provided.

Capacity Interview:
Applicants may have the opportunity to present their plan and demonstrate the team's capacity to open and maintain a high-quality charter school as well as to answer questions about their proposal. Any information or evidence from the capacity interview that is used by the sponsor as a basis for denial of the application must be properly documented by means of a recording or transcript.

The following definitions should guide the ratings:

Meets the Standard:	The response reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.
Partially Meets the Standard:	The response addresses most of the criteria, but the responses lack meaningful detail and require important additional information.
Does Not Meet the Standard:	The response lacks meaningful detail, demonstrates lack of preparation, or otherwise raises substantial concerns about the applicant's understanding of the issue in concept or ability to meet the requirement in practice.

Authorizers are encouraged to align their application review process with the Florida Principles and Standards for Quality Authorizing.

OVERALL ASSESSMENT – COMPLETE THIS SECTION LAST

Would you recommend approval of this application for a public charter school? Explain your recommendation in the Summary Comments section, below.

DENY	APPROVE
☐	☒

Accelerated Learning Solutions – Florida High School for Accelerated Learning – Manatee

Name of Person Completing Assessment: Dr. Valerie Moore Hyer Date: 02.14.2024

Title: Coordinator, Charter Schools

Signature: Dr. Valerie Moore Hyer

I. Educational Plan

The education plan should define what students will achieve, how they will achieve it, and how the school will evaluate performance. It should provide a clear picture of what a student who attends the school will experience in terms of educational climate, structure, assessment and outcomes.

1. Mission, Guiding Principles and Purpose

The Mission, Guiding Principles and Purpose section should indicate what the school intends to do, for whom and to what degree.

Statutory References:
s. 1002.33(2)

Evaluation Criteria:
A response that meets the standard will present:

- A clear and compelling mission and vision statement that defines the guiding principles and values of the school.
- Adequate references to evidence that the application fulfills the statutory guiding principles and purposes for charter schools. (Note: the substance of each addressed principle and purpose will be evaluated within appropriate application sections.)

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The mission of the Florida High School for Accelerated Learning – Manatee County (FHSAL or referred to as "the School") is to help at-risk students earn a standard high school diploma and prepare for postsecondary success. (p. ii) The vision of FHSAL is to provide students with an innovative, non-traditional educational alternative leading to high school graduation. This vision is based on the philosophy that all students deserve a quality education, opportunities to succeed in school, and preparation for postsecondary success. (p. ii) Both the vision and mission support components of statute 1002.33(b)(1) and (2) and 1002.33(c)(2) and (3). The documentation provided helps to support the purpose of the school. (p.1)
Concerns and Additional Questions

2. Target Population and Student Body

The Target Population and Student Body section should describe the anticipated target population of the school and explain how the school will be organized by grade structure, class size and total student enrollment over the term of the school's charter.

Statutory Reference(s):
s. 1002.33(10)

Evaluation Criteria:
A response that meets the standard will present:

- A clear description of the students the charter school intends to serve including any target populations in accordance with Florida law.
- Alignment of the targeted student body with the overall mission of the school.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The application notes that the Board of Directors proposes to serve students in grades 7-12, including students with students with disabilities (SWDs) and English Language Learners (ELL). (p. 2) This aligns to Florida Statute 1002.33 (10)(f). The charter school will include students who are overage for their current grade level and not on track to graduate, and the application provides an overview of the characteristics of the typical students they aim to enroll. (p. 2) FHSAL has a track record of successful operations in other counties within Florida. The target population is clearly identified and includes specific characteristics for potential students. The demographic data clearly reflects the high school populations the school will target. The target population aligns with the overall mission of the school by focusing on students who are "not on track to graduate with their 9th grade cohort." (p. 2)

Concerns and Additional Questions

3. Educational Program Design

The Educational Program Design section should describe the educational foundation of the school and the teaching and learning strategies that will be employed.

Statutory Reference(s):

s. 1002.33(7)(a)2.

Evaluation Criteria:

A response that meets the standard will present an educational program design that:

- An educational program design that:
  - Is clear and coherent;
  - Is based on effective, experience or research-based educational practices and teaching methods, and high standards for student learning;
  - Aligns with the school's mission and responds to the needs of the school's target population, and
  - Is likely lead to improved student performance for the school's target population.
- A proposed daily school schedule and annual calendar that complies with statutory requirements for annual number of instructional minutes/days and aligns with priorities and practices described in the educational program design.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
Students will receive instruction and support in employability skills, career and college readiness, and postsecondary options with the support of an on-site Career Coach. (p. 8) The instructional model is comprised of four essential components which focuses on supporting students: 1-flexible daily schedule; 2-individual success plans; 3-blended learning instructional model; and 4-student support. (p.10) The school and teachers will connect with parents no less than monthly to provide student progress. (p.15) To school intends to employ a Family Support Specialist (FSS) to support social services that students and families may need. (pp.16-17) The application provides clear steps from baseline testing to a detailed series of interventions that will be put in place. (p. 8) The school will be using Edmentum as the core curriculum, which can be aligned to either the national or state standards. (p. 8)

The Educational Program Design is clear and based on effective research-based practices and aligns well with the mission. The blended learning approach includes face-to-face instruction to support the online components. The instructional plan also includes support services for career and college planning. (p. 15)

There is a plan for celebrations and incentives in place that are not just tied to academic performance. (p. 19)

To support the attainment of Florida Standards, the school will focus on building foundational skills in reading and math. (p. 23)

Research from the National Dropout Prevention Center supports the model of smaller learning communities and flexible scheduling, which is the model of the program. (p. 10)

Use of Marzano strategies for instruction are identified as part of the program. (p. 12)

The sample calendars provided in Attachment B meet statutory requirements. (pp. 142-144)

Concerns and Additional Questions

4. Curriculum Plan

The Curriculum Plan section should explain not only *what* the school will teach but also *how* and *why*.

Statutory Reference(s):

s. 1002.33(6)(a)2.; s. 1002.33(6)(a)4.; s. 1002.33(7)(a)2.; s.1002.33(7)(a)4.

A response that meets the standard will present a curriculum plan that:

- Provides a clear and coherent framework for teaching and learning;
- Is research-based;
- Is well-aligned with the school's mission and educational philosophy;
- Provides an emphasis on reading;
- Will enable students to attain Florida standards and receive a year's worth of learning for each year enrolled; and
- Will be appropriate for students below, at, and above grade level.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths

The school will implement a blended instructional model which includes a standards-aligned curriculum for both computer-based and direct instruction. (p. 25)

The curriculum of Edmentum Learning is aligned with B.E.S.T standards. It also provides opportunities for differentiation within the program, providing tools for embedded scaffolding, enhanced support, and interactive tools. (p. 25)

Edmentum Curriculum is developed from learning research and best practices in teaching. (p. 25)

The school intends to offer exam preparation courses for SAT, ACT, and Advance Placement Exam. In addition, it offers interventions to help prepare students for meeting state assessment standards. (p. 28)

The primary reading curriculum will be *Reading Plus,* with intervention support using *Phonics for Reading, Wilson Reading,* and additional tools for *Reading Plus* will also be used. Supplementary support for math will be provided with IXL Math. (pp. 28, 34)

The application states the school will offer CTE courses/programs. The school plans to build partnerships with different agencies and organizations that will support students with industry training and job placement. Dual Enrollment and associated certification exams will be made available. (pp. 30-31)

The curriculum plan is in alignment with the mission and vision of helping at-risk students graduate by offering multiple entry points with foundation courses, core,

courses, and accelerated courses through Edmentum. (p. 27, 38)

Financial literacy has been added with FDIC Money Smart. (p. 30)

A plan for implementing MTSS, including RtI and PBS and using data to match instruction and intervention to student needs, is described appropriately. (p. 43-48)

The curriculum is well-aligned with the mission of the school. The differentiated instructional approach addresses the need of students below, at, and above grade level. Reading appears to be an emphasis for the curriculum, and evidence-based programs will be used for interventions and enrichment opportunities. (p. 25-48)

Concerns and Additional Questions

The application did not contain language specific to EOC tests for science or social studies, which are required for all students. EOC's are mentioned on page 43, but the narrative is not specific to science and social studies. (F.S.1002.33 (6)(a)(1)(3))

5. Student Performance, Assessment and Evaluation

The Student Performance, Assessment and Evaluation section should define what students attending the school should know and be able to do and reflect how the academic progress of individual students, cohorts over time, and the school as a whole will be measured.

Statutory Reference(s):
s. 1002.33(6)(a)3.; s.1002.33(7)(a)3.; s.1002.33(7)(a)4.; s.1002.33(7)(a)5.

Evaluation Criteria:
A response that meets the standard will present:

- An understanding of academic accountability provisions and goals mandated by the state.
- An indication that the applicant will hold high expectations for student academic performance.
- Measurable goals for student academic growth and improvement.
- Promotion standards that are based on high expectations and provide clear criteria for promotion from one level to the next, and for graduation (if applicable).
- Evidence that a range of valid and reliable assessments will be used to measure student performance.
- A proposed assessment plan that is sufficient to determine whether students are making adequate progress.
- Evidence of a comprehensive and effective plan to use student achievement data to inform decisions about and adjustments to the educational program.
- Plans for sharing student performance information that will keep students and parents well informed of academic progress.
- Acknowledgement of and general plan to meet FERPA requirements.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
Evidence of valid and reliable assessments are present. The data from these assessments will inform decisions about adjustments to the educational program and student placement, or intervention if needed. The review of the data will also determine professional development opportunities for the teachers and staff. (p. 56-57; Attachment F) The MYSUCCESS online tool will be used to communicate student progress to parents and families. Teachers are required to contact parents on a regular basis, in addition to report cards, progress reports and assessment data. (pp. 59) Goals for improving student performance and attendance are described with appropriately increasing, measurable targets. (pp. 49-52) The application outlines all graduation requirements. (pp. 53-54) The application demonstrates the following:

- The importance of meeting the definition of an alternative school that will receive a School Improvement Rating. (p. 51)
- There are clear and measurable goals for improving student performance, growth, attendance, GPA, to gradually improve graduation rates. (p. 48-51)
- Administrators and teachers will receive training in interpreting and analyzing assessment data. New teachers and leaders, in particular, will receive focused training and be assigned a mentor to support them. (p. 57-58)
- The school will use the District's Student Progression Plan. (p. 52-55)
- Baseline Academic Assessments will be administered to all students (General Assessment of Instructional Needs). (p. 10)
- Individualized Success Plans will be created for each student based on Baseline Assessment Results. (p. 10)
- Formative & diagnostic assessments will be used to monitor students' progress. (p. 55-56)
- Electronic Student Progress Reports will be used to track student mastery of each lesson and online diagnostics will be used to help pinpoint strengths and weaknesses. (p. 57)
- The MTSS framework will be used to analyze data and make responses accordingly at the school, classroom, and student level. (p. 58)
- Communication in languages beyond English or Spanish was acknowledged, and translation services will be utilized as needed. (p. 59; Attachment F)
- Schoolwide results will also be shared with school community via Annual Reports to parents and the School District. (p. 59)
- The application denotes understanding of and acknowledges FERPA requirements. (p. 59)

Concerns and Additional Questions

6. Exceptional Students

The Exceptional Students section should demonstrate an understanding of the requirements of the school to serve all students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):

s. 1002.33(16)(a)3.

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of the programs, strategies and supports the school will provide to students with disabilities that will ensure appropriate access for students with disabilities and that the school will not discriminate based on disability.
- A clear description of how the school will ensure students with disabilities will have an equal opportunity of being selected for enrollment.
- A comprehensive and compelling plan for appropriate identification of students with special needs to ensure they are served in the least restrictive environment possible, have appropriate access to the general education curriculum and schoolwide educational, extra-curricular, and culture-building activities in the same manner as non-disabled students, receive required and appropriate support services as outlined in their Individual Education Plans and 504 plans, and participate in standardized testing.
- An understanding and commitment to collaborating with the sponsor to ensure that placement decisions for students with disabilities will be made based on each student's unique needs through the IEP process.
- An appropriate plan for evaluating the school's effectiveness in serving exceptional students, including gifted.
- A realistic enrollment projection (SWD) and a staffing plan that aligns with the projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The school will offer a range of delivery service options. (p. 65) A realistic enrollment projection and staffing plans are evident. (p. 59-60, 67-68) There is a plan for identification, support, services, and progress monitoring of students with disabilities. (p. 61-67) The application addresses most of the critical aspects of compliance with Section 504 of the 1973 Rehabilitation Act., including: • How students with qualifying disabilities will be identified. (p. 63) • The makeup of the team that will determine initial 504 eligibility. (p. 63) • The use of procedural safeguards and the process for initial eligibility. (p. 63) • The school will conduct 504 re-evaluations every three years. (p. 63) • The provision of reasonable accommodations and a written plan for qualifying

students. (p. 64)
- Listing who will serve as the school's 504 case manager. (p. 64)
- The provision of supplemental materials for 504 compliances at the cost of the school. (p. 65)
- The annual review of 504 plans. (p. 67)

MTSS procedures for identification of potential ESE students was indicated for students who are not successful in the general education curriculum, or for those who enroll below grade level. (p. 63)

The application clearly outlines the members of the IEP and 504 teams and those who will provide supports throughout the year. (p. 62-63)

The section on supporting learning experiences for gifted students is comprehensive. (p. 68-69)

Concerns and Additional Questions

The District Program Specialist is the LEA for all initial meetings, but the District Program Specialist does not schedule the school's meeting, notify all IEP Team members including the parents, or gather all information (e.g., evaluations) to conduct the Initial IEP meetings. This is done at the school level. (p. 61)

The application states "The ESE teacher and/or Assistant Principal will serve as a Section 504 Case Manager to coordinate the student's plan. Although staffing decisions in charter schools may be different than public schools, it is best to avoid any teacher serving as the school 504 case manager, as a teacher may have a 504 student in his or her classroom. (p. 63)

The application further states, "The ESE teacher(s) will ensure the implementation of all IEPs, EPs, and Section 504 Plans." The application should delineate that the 504-case manager, school administration, and classroom teachers will ensure the implementation of 504 plans. (p. 68)

7. English Language Learners

The English Language Learners section should demonstrate an understanding of the requirements of the school to serve English Language Learner students and provide a concrete plan for meeting the broad spectrum of educational needs and providing all students with a quality education.

Statutory Reference(s):
s. 1002.33(10)(f)

Evaluation Criteria:
A response that meets the standard will present:

- Demonstrated understanding of legal obligations regarding the education of English Language Learners.
- A comprehensive and compelling plan for educating English Language Learner students that reflect the full range of programs and services required to provide all students with a high-quality education.
- A clear plan for monitoring and evaluating the progress of ELL students, including exiting students from ELL services.
- Demonstrated capacity to meet the school's obligations under state and federal law regarding the education of English Language Learners.
- A realistic enrollment projection (ELL) and a staffing plan that aligns with the projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The school will abide by the State requirements of LULAC and will also comply and follow the SDMC ESOL plan. (p.70) There is a clear plan to monitor entry, progress monitor data, evaluating, parent communication, reclassifying and exiting of ELL students. (pp. 69-74, 78-81) The school shares programs, instructional practices, and accommodations/support to offer their ELL population. (pp. 74-77) Programmatic procedures listed are all aligned with the district ELL plan. Procedures listed in the application are thorough and complete.

Concerns and Additional Questions

8. School Culture and Discipline

The School Climate and Discipline section should describe the learning environment of the school and provide evidence that the school will ensure a safe environment conducive to learning.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33(7)(a)11.

Evaluation Criteria:

A response that meets the standard will present:

- A planned school culture that is consistent with the school's mission and congruent with the student discipline policy.
- An approach to classroom management and student discipline that is consistent with the overall school culture and philosophy.
- Recognition of legal obligations and children's rights related to enforcing student discipline, suspension, and recommended expulsion, including the school's code of conduct, if available.
- Consideration of how the code of conduct will apply to students with special needs.
- Appropriate and clear roles of school administrators, teachers, staff, and the governing board regarding discipline policy implementation.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The philosophy of the school is to create a culture of caring, respect, and results. This will take place by regular student recognition for meeting goals tied to expectations and success. (p. 82) The school plans to offer regular contact with parents to celebrate student success and growth. (p. 82) The charter will adopt and use the SDMC Student Code of Conduct. (p. 83)

Concerns and Additional Questions
Clear staff roles regarding the discipline policy and implementation are not evident. (pp. 82-83)

9. Supplemental Programming

The Supplemental Programming section should describe extra and co-curricular activities offered by the school. This section is optional.

Statutory Reference(s):
NA

Evaluation Criteria:
A response that meets the standard will present:

- A clear description of extra- and co-curricular activities that support, and do not detract from, the educational program.
- Evidence of an adequate funding source for extra- and co-curricular activities.
- Lack of supplemental programming may not be a basis for denial.

This section does not require a rating.

Strengths
Extracurriculars are included without any need for additional funding. The plan also includes examples of potential student groups to participate in sports. The school plans to offer supplemental programming for students weekly. (p. 83)

Concerns and Additional Questions

II. Organizational Plan

The Organizational Plan should provide an understanding of how the school will be governed and managed. It should present a clear picture of the school's governance and management priorities, what responsibilities various groups and people will have, and how those groups will relate to one another.

10. Governance

The Governance section should describe how the policy-making and oversight function of the school will be structured and operate.

Statutory Reference(s):
s. 1002.33(7)(a)15.; s. 1002.33(9)

Evaluation Criteria:
A response that meets the standard will present:

- A governing board that is legally structured, or has a plan to organize in conformity with the laws of Florida.
- A clear description of the governing board's roles, powers, and duties that are consistent with overseeing the academic, organizational, and financial success of the school.
- Appropriate delineation between governance and school management roles.
- At least the core of the Governing Board is identified that has a wide range of knowledge and skills needed to oversee a charter school.
- A board structure (e.g. bylaws and policies concerning member selection, committees, meeting frequency) that supports sustainable and effective school governance.
- Evidence that applicant understands and intends to implement open meeting and records laws.
- Clear policy and plan for dealing with conflicts of interest.
- Appropriate and clear role for any advisory bodies or councils if included.
- An outline of a grievance process (or policy) that will simultaneously address parent or student concerns and preserve appropriate governance and management roles.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
A governing board is identified and relevant policies have been made available. (Attachment H; Attachment J; Attachment K) A clear description of the board's roles, powers and duties is available. (p.84-85, 474-475) Attachment K shares the policy and plan for dealing with conflicts of interest. (p. 483-484) The school intends to have a School Advisory Council (SAC) to assist and support the School Improvement Plan, activities, and events. (p. 88)

The school has a comprehensive process for addressing disputes between students or parents. (p. 88-89)

There is evidence of board member information, statement of assurances, and resume/experience. (Attachment L, p.489-515)

Concerns and Additional Questions

11. Management and Staffing

The Management and Staffing section should describe how the day-to-day administration of the school's operations will be structured and fulfilled.

Statutory Reference(s):

s. 1002.33(7)(a)9.; s. 1002.33(7)(a)14.

Evaluation Criteria:

A response that meets the standard will present:

- An organizational chart or charts that clearly and appropriately delineate lines of authority and reporting.
- A management structure that includes clear delineation of roles and responsibilities for administering the day-to-day activities of the school.
- Identification of a highly-qualified school leader or a sound plan for the recruitment and selection of the school leader.
- A viable and adequate staffing plan.
- A sound plan for recruiting and retaining highly-qualified and appropriately-certified instructional staff.

Meet the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
All evaluation criteria are met. The application presents a concise plan that clearly delineates intended Management and Staffing with supporting organizational charts and job descriptions. The organizational chart appears to indicate delineated lines of authority, and the positions mentioned throughout the application appear to be represented in the FTE within the staffing plan. (p. 91-92)

Concerns and Additional Questions

12. Human Resources and Employment

The Human Resources and Employment section should define the policies and procedures that frame the school's relationship with its staff.

Statutory Reference(s):
s. 1002.33(7)(a)14.; s. 1002.33(12)

Evaluation Criteria:
A response that meets the standard will present:

- A clear explanation of the relationship between employees and the school.
- Description of the school leader and teacher evaluation plans, or outline of such plans, which align with the Student Success Act as defined by state law.
- A compensation and benefits plan or outline of such a plan that is aligned with Florida's Student Success Act, and will attract and retain quality staff.
- Procedures that are likely to result in the hiring of highly-effective personnel.
- Policies and procedures that hold staff to high professional standards or a plan to develop such policies and procedures.
- An effective plan to address any leadership or staff turnover.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The school intends to use a Teacher Evaluation System based on the research of Marzano and aligned to *The Art and Science of Teaching*. (p. 93) The school presents a recruiting and retaining plan for the staff. (pp.92-93, 94-95) Personnel Policies are included in the application. (Attachment R, p. 549) The Human Resources and Employment standard is comprehensive and provides all required supporting documentation such as performance evaluation, compensation and benefits, policies and procedures, and turnover.

Concerns and Additional Questions

13. Professional Development

The Professional Development section should clearly describe the proposed expectations and opportunities for administrators, teachers, and other relevant personnel.

Statutory Reference(s):
NA

Evaluation Criteria:
A response that meets the standard will present:

- Professional development activities for administrators and instructional staff that align with the educational program and support continual professional growth as well as growth in responsibilities related to specific job descriptions.

This section does not require a rating.

Strengths
The application discusses professional development and the core purpose of this. (p. 97) Professional development will be offered at the school level, but opportunities in district training, local, state, and/or national conferences will be available. (p. 97) In the first year of operation, a two-week summer professional development will be offered prior to school opening. The next year and forward, it will be one week. (p. 97) The school plans to provide professional development once a month and as needed. Weekly staff meetings will also focus on professional development. (p. 98) The plan refers to formal and informal opportunities for professional learning, including the creation of a Professional Learning Community (Page 97) with ongoing, weekly professional development (Page 98). The plan refers to a two-week summer professional development to train staff on the roles, responsibilities, and expectations for the school. (p. 97) Professional development is identified using a yearlong calendar with topics identified for general sessions, such as job specific training, deliberate practice plans, and weekly professional learning communities. (p. 99)

Concerns and Additional Questions

14. Student Recruitment and Enrollment

The Student Recruitment and Enrollment section should describe how the school will attract and enroll its student body.

Statutory Reference(s):

s. 1002.33(7)(a)7.; s. 1002.33.(7)(a)8.; s. 1002.33(10)

Evaluation Criteria:

A response that meets the standard will present:

- A student recruitment plan that will enable the school to attract its targeted population.
- An enrollment and admissions process that is open, fair, and in accordance with applicable law.
- A plan and process that will likely result in the school meeting its enrollment projections.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The application presents a detailed recruitment plan. (pp. 100-101) The school will use multilingual advertisements and materials. (p. 100) Marketing samples are available. (Attachment FF, pp. 677-678) The school will offer year-round, open enrollment. (pp. 101-102) Students will participate in a two-day, new student orientation, which will provide information on the program, assessments, procedures and expectations. (p. 102) The plan clearly outlines realistic strategies for student recruitment and enrollment, including working with the local community.

Concerns and Additional Questions

15. Parent and Community Involvement

The Parent and Community Involvement section should provide a broad overview of the school's plans to encourage and support parental and community involvement.

Statutory Reference(s):
NA

Evaluation Criteria:
A response that meets the standard will present:

- A general conception of how parents will be involved with the school that aligns with the school's mission and provisions of the educational program. A detailed plan may be developed following approval.

Strengths
The school will offer orientation opportunities for parents. These will allow for the school to share with families the school's opportunities, expectations, and requirements of the program. (p.103) The school also intends to provide families with times to attend school functions and events, school sponsored workshops, open houses, parent nights, teacher conferences, and student award ceremonies. (p.104) Families will also have access to the MySuccess Dashboard to monitor child's progress, assessments, goals, attendance, and feedback provided by staff. (p. 104) The school plans to establish community partnerships to support with social services, counseling, mental health, and substance abuse. (p.104) Parents will be invited to participate in orientation, have access to the student dashboard, and engage in surveys to provide feedback. (p.103-104) The plan includes multiple ways families may be involved in the school, and they indicate compliance with the Title I, Part A requirements, if they should be eligible to receive Title I funding. (p.104)

Concerns and Additional Questions

III. Business Plan

The Business Plan should provide an understanding of how the charter operators intend to manage the school's finances. It should present a clear picture of the school's financial viability including the soundness of revenue projections; expenditure requirements; and how well the school's budget aligns with and supports effective implementation of the educational program.

16. Facilities

The Facilities section should provide an understanding of the school's anticipated facilities needs and how the school plans to meet those needs.

Statutory Reference(s):
s. 1002.33(7)(a)13.; s. 1002.33(18)

Evaluation Criteria:
If a facility is acquired, reviewers will look for:

- Evidence that the proposed facility complies with all applicable laws, regulations, and policies and can be ready for the school's opening OR a timeline to ensure the facility will be in compliance and ready by school's opening.
- A facility that is appropriate and adequate for the school's program and targeted population.
- Evidence that the school has the necessary resources to fund the facilities plan.
- A reasonable back-up plan should the proposed facility plan fall through.

If a facility is not yet acquired, reviewers will look for:

- A realistic sense of facility needs.
- A plan and timeline for securing a facility that is appropriate and adequate for the school's program and targeted population.
- Reasonable projections of facility requirements.
- Evidence that the school has the necessary resources to fund the facilities plan.
- Adequate facilities budget based on demonstrated understanding of fair market costs.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The school has not acquired a site yet, but the application does share a sample facility layout. (Attachment FF, p. 679) The school's goal is to serve 250 students per session for a total of 500. (p. 106) The search for a facility will focus on the zoning and safety codes required for an educational facility. (pp. 106-107)
Concerns and Additional Questions

17. Transportation

The Transportation section should describe how the school will address these services for its student body.

Statutory Reference(s):

s. 1002.33(20)

Evaluation Criteria:

A response that meets the standard will present:

- An outline of a reasonable transportation plan that serves all eligible students and will not be a barrier to access for students residing within a reasonable distance of the school.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The school will provide public transportation passes and will also educate students and families on public transportation routes, times, and usage. (p. 110) The school will request parent approval for students who are minors and will be using public transportation. (p. 111) Transportation will also be offered to students who might have an IEP with transportation needs. If needed the school will seek to contract services. (p. 111) The plan acknowledges the potential need for transportation given the targeted population, and includes a variety of ways to meet the students' needs. (p.111)

Concerns and Additional Questions

18. Food Service

The Food Service section should describe how the school will address these services for its student body.

Statutory Reference(s):

s. 1002.33(20)(a)1.

Evaluation Criteria:

A response that meets the standard will present:

- A food service plan that will serve all students and makes particular provisions for those students who may qualify for free or reduced price lunch.
- A food service plan that places an emphasis on quality, healthy foods.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☒	☐

Strengths
A food pantry will also be available for students no matter what their free/reduce status. (p. 112) The school is open to exploring opportunities with local agencies and businesses to provide delivery meals to students. If the need is present, an MOU might be created between the district and the school for meals. (p. 112)

Concerns and Additional Questions
The plan mentions that the school will not provide a full lunch service (p.111), but on page 112, the plan indicates the delivery of meals and enrollment in the Community Eligibility Provision. A best practice would be for the applicant to research the CEP program to determine the requirements, and how the school might work with program.

19. School Safety and Security

The School Safety and Security section should provide a description of the school's plan to ensure the safety and security of its students and faculty.

Statutory Reference(s):
s. 1002.33(7)(a)11; s. 1002.33(16)(b)8, 12, and 14

Evaluation Criteria:
A response that meets the standard will present:

- A plan that reasonably ensures the safety of students and staff and the protection of the school facility and property. Note that a fully-developed plan will be completed after approval of the application.
- A description of how the school plans to comply with the requirement that at least one safe-school officer is present while school is in session.
- Procedures that clearly demonstrate a plan to respond to active assailant incidents.
- A description of how the school plans to train school staff to respond to active assailant incidents.
- A description of how the school will establish a team to assess and intervene with individuals whose behavior may post a threat to the safety of staff or students.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The school intends to have full-time security in their school while students are present. (p.112) The application discusses FSSAT, presence of school officer, Fortify FL. Mental Health training (80%), Alyssa's Law, monthly threat assessment meetings, Active Assailant Plan with Reunification, and yearly safety reviews. (p.113)

Concerns and Additional Questions
The current FDOE Model Application references the previous process for the Threat Management Team process (CSTAG), which is obsolete. Florida Statute 1006.07(7), as January 1, 2024, requires that each school establish a threat management team to include people with expertise in counseling, instruction, school administration, and law enforcement. The school-based threat management team shall use the Florida specific behavioral threat assessment instrument. All members of the school-based threat management team are required to be trained in the use of the Florida specific behavioral threat assessment pursuant to Florida Statute 1001.212(12)(b)4. The applicant will need to keep this in mind for current

practices for the 2024-25 school year, in the event the application is approved.

20. Budget

The Budget section should provide financial projections for the school over the term of its charter.

Statutory Reference(s):
s. 1002.33(6)(a)5.; s. 1002.33(6)(b)2.

Evaluation Criteria:
A response that meets the standard will present:

- Budgetary projections that are consistent with and support all key aspects of the application, including the school's mission, educational program, staffing plan, and facility.
- A realistic assessment of projected sources of revenue and expenses that ensure the financial viability of the school.
- A sound plan to adjust the budget should revenues not materialize as planned.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
The school provides a realistic start up budget and for the first years of operation. (Attachment X, p.630) Financial support for startup expenses and any financial deficit will be supported by ALS. (p. 114, Attachment Z, p.646 and Attachment EE, p. 655) The school also provided a budget plan if only 50% of enrollment was met. (p. 116, Attachment X, p. 639) Areas in the budget that are needed for MTSS are identified as salaries for staff. (Attachment 7, p. 639) Budgetary projections are consistent with key aspects of the application. The application has sufficient budget for startup costs and letter of intent for ALS to cover start-up costs if sufficient funding isn't available. The application has some revenue from Management Company for first year.

Concerns and Additional Questions
1. Instructional Assistant has starting hourly wage below FLDOE State Required $15/hour minimum. (p. 95) On page 636, the staffing budget shows the starting annual salary for an Instructional Assistant at $40,000. At $15 per hour the minimum annual salary would be $31,200 ($15 x 40 hours x 52 weeks). The $40,000 in the budget exceeds that minimum amount. Although the budgeted amount exceeds the required $15/hour minimum, the language on page 95 should reflect the Manatee School Board's 2022 action which raised the

minimum hourly pay for teacher aides to $15 an hour.

2. The monthly management fee is 97% of Charter's qualified gross revenues, leaving 3% to pay for reimbursement of board expenses. (p. 662) On page 630, the District Administration Fee of 5% (Admin Fee) is shown as a Board expense and this representation results in an inaccurate reflection of the Board's financial position. This expense should be classified as a School Administration expense to clarify that this is the Admin Fee. It is not expected to be paid by the Board.

21. Financial Management and Oversight

The Financial Management and Oversight section should describe how the school's finances will be managed and who will be responsible for the protection of student and financial records.

Statutory Reference(s):

s. 1002.33(6)(a)5.; s. 1002.33(7)(a)9.; s. 1002.33(7)(a)11.

Evaluation Criteria:

A response that meets the standard will present:

- A clear description of how the school's finances will be managed, including who (or what contracted entity) will manage the finances. Such plan should contain strong internal controls to ensure appropriate fiscal management and ability to comply with all financial reporting requirements.
- A plan for the governing board to regularly exercise oversight over and take accountability for all financial operations of the school.
- Provisions for an annual financial audit.
- Appropriate public transparency of school financial health.
- Appropriate plan to securely store financial records.
- A plan to obtain appropriate and reasonable insurance coverage.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
Florida High School for Accelerated Learning – Manatee, Inc. intends to contract ALS Education, LLC for all school management services. As noted in the draft management agreement, ALS Education, LLC has committed to assuming the financial risk and responsibility for all fixed asset purchases and operational expenses in excess of its management fee throughout the term of the agreement.

Concerns and Additional Questions

22. Start-Up Plan

The Start-Up Plan should provide a clear roadmap of the steps and strategies that will be employed to prepare the school to be ready to serve its students well on the first day of operation.

Statutory Reference(s):
s. 1002.33(7)(a)16.

Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Provides a thoughtful and realistic implementation plan that covers major operational items and provides flexibility for addressing unanticipated events.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
Management company has successfully run several schools throughout Florida. The plan includes a thoughtful and detailed timeline.

Concerns and Additional Questions
LLC states that ALS will cover all start-up costs page 630; however, there are not details of how the cost will be repaid to the LLC.

Addendum

Addendum A: Replications

The Replications section should identify the school to be replicated and provide evidence that the model has been successful in raising student achievement, while also describing the capacity of the organization to operate an additional school.

Statutory Reference(s):
s. 1002.33(6)

Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that school or model to be replicated demonstrates academic, organizational, and financial success.
- A clear, compelling vision for what is being replicated in terms of essential components of the educational program.
- A convincing rationale for how the school or model to be replicated will successfully serve the proposed target student population.
- A strong justification for changing key components of the original school or model in the proposed school. Such justification should include why the changes will better suit the targeted student population and whether the model is still similar enough to the existing model that comparable successful outcomes are likely.
- Evidence that the applicant group has a sound plan for developing the capacity to replicate an existing school including adequate financial and human resources.
- If applicable, evidence of successful past replications or lessons learned from unsuccessful attempts at replication that will increase the probability that this replication will be successful.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
A chart with the schools it plans to replicate was presented. These schools are also managed by ALS. (p. 123) An explanation and reasoning for this need of school was presented. (pp. 124-125) The school shared a description and stories of students the school will be serving. (pp.124-125) There was evidence of academic success from the schools listed. (p. 124) Audit financials for all schools are shared from the Auditor's General site. (p. 126)

The plan identifies multiple Florida schools which have the current program design. The plan includes qualitative and quantitative data on the impact of the replicated programs.

Concerns and Additional Questions

Addendum A1: High-Performing Replications

The High-Performing Replications section should identify the school to be replicated and provide evidence that the proposed school meets the statutory requirements of being a substantially similar model of a school that has been designated as a High-Performing Charter School and is being established and operated by an organization or individuals that were significantly involved in the operation of the school being replicated.

Statutory Reference(s):
s. 1002.331

Evaluation Criteria:
A response that meets the standard will present an action plan that:

- Evidence that the applicant's school and the school to be replicated (if different) are designated by the Commissioner of Education as a High-Performing Charter School.
- Evidence that the proposed school will be substantially similar to the high-performing school that is being replicated. Reviewers should base this determination on the response to this question as well applicant's proposed educational, organization, and business plans as described throughout the application.
- Evidence that the organization or individuals involved in the establishment and operation of the proposed school are significantly involved in the operation of the high-performing school that is being replicated.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☐	☐	☐

Strengths
Not Applicable

Concerns and Additional Questions
Not Applicable

Addendum B: Education Service Providers

The ESP section should provide a rationale for contracting with the ESP, evidence of ESP success in operating high-quality charter schools, the capacity of the ESP to successfully operate this school, and evidence that the governing board and ESP are able to operate free from conflicts of interest.

Statutory Reference(s):
s. 1002.33(6)(a)

Evaluation Criteria:
A response that meets the standard will present an action plan that:

- A clear explanation of the reasons for contracting with an education service provider and how and why the ESP was selected and a description of the due diligence employed to assess the capacity of the ESP.
- Sufficient evidence of the ESP's previous academic, organizational, and financial success and capacity for future success that make it more likely than not that it will be successful with the proposed school.
- Evidence of the ESP's organizational capacity to manage an additional school or schools as determined by its growth plan.
- A comprehensive list (Form IEPC-MIA) of all schools affiliated with the ESP and ensuing performance data used to support the selection of the ESP (past and current).
- Evidence of success working with similar populations to the target population. If there are deficiencies or lack of experience working with the target populations, then reviewers will look for a sufficient explanation of programmatic adjustments that will be made to ensure success with any new school(s).
- A clear delineation of the roles and responsibilities and decision-making authority of the school's governing board and the ESP, structured to ensure a clearly defined arm's-length, performance-based relationship that is free from conflicts of interest. This includes evidence that the school's governing board has a clear plan for holding the ESP accountable for negotiated performance.
- A clear delineation of the term of the management agreement, the conditions, grounds and procedures by which the agreement may be renewed and terminated, and a plan for continued operation of the school in the event of termination.
- A draft of the proposed contract with all key terms included.

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
☒	☐	☐

Strengths
There is evidence for the reason they decided to partner with ALS, provided background of the ESP, experience of running schools, track record, and financial capacity. (pp.129-140)

Concerns and Additional Questions
There is no evidence that the Governing Board reviewed or considered other ESPs. (p.129)

Applicant History Worksheets (Form IEPC-M1A)
The Applicant History Worksheets should provide information regarding the track record of the applicant, the applicant's governing board, and if applicable, the applicant's ESP with regard to the operation of other charter schools. The sponsor should review the entire portfolio of charter schools of the foregoing entities when evaluating performance. The academic and financial performance of the portfolio should be considered in the decision to approve or deny the application.

Statutory Reference(s):
s. 1002.33(6)(a)

Evaluation Criteria:
A sponsor should review the portfolio of schools operated by the applicant group, governing board, or ESP to determine if the academic and financial performance demonstrates the capacity to operate a high-quality charter school.

Strengths
There is evidence of an applicant history worksheet.

Concerns and Additional Questions