Agenda

June 13, 2023
School Board of Manatee County
Regular Board Meeting - 10:00 AM
Walter Miller School Support Center
Board Room

Times Indicated are Approximate

1. CALL TO ORDER

2. READING OF THE DISTRICT'S VISION | BOARD MEMBER TATEM

3. INVOCATION | PASTOR DAVID MAZON

4. PLEDGE OF ALLEGIANCE

5. INFORMATION ONLY (No Board Action Required)

1. Year-to-Date Charter School Financial Statement Summary Through April 30, 2023
2. Leaves for June 13, 2023
3. Year-to-Date Financial Statements Through April 30, 2023

6. APPROVAL OF THE AGENDA

7. APPROVAL OF MINUTES

1. Approval of the Minutes of the May 23, 2023 School Board Meeting, May 26, 2023 School Board Workshop, May 26, 2023 School Board Exempt Cybersecurity Meeting, and June 2, 2023 School Board Workshop

8. RECOGNITIONS

1. Parrish Community High School Softball State Champions

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

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 to Accept Donation of Boat and Trailer for Manatee Technical College
2. Approval of Request to Declare Surplus and Demolish Portable 147 at a Cost of $12,200.00
3. Approval for Request to Declare Surplus and Donate District Vehicles
4. Approval of the New Affiliation Agreement Between the School Board of Manatee County and Davis and Beyer, DDS, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
5. Approval of the Purchase of KFT Fire Trainer Equipment and Services, SDMC No. 24-0038-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00
6. Approval of the New Agreement Between the School Board of Manatee County and Florida Surgical Specialists, LLC, for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact
7. Approval to Accept Funds and Renew the Letter of Agreement Between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2023, through June 30, 2024, Not to Exceed $111,000.00
8. Approval to Purchase SimX Simulation Products and Software, SDMC No. 23-0116-BS, Continued Procurement with Vendor, Estimated in the Amount of $75,000.00 Annually
9. Approval of the Renewal Agreement Between the School Board of Manatee County and Smile Works Kids Dentistry for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
10. Approval of the New Agreement Between the School Board of Manatee County and Ear, Nose & Throat Associates of Manatee, P.A., for Clinical Experience for Manatee

Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

11. Approval to Purchase ROOTS Education Robotic Equipment, Curriculum and Services, SDMC No. 24-0046-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00
12. Approval of the Renewal Agreement Between the School Board of Manatee County and Manatee Memorial Hospital, Limited Partnership d/b/a Lakewood Ranch Medical Center and Manatee Memorial Hospital for Clinical Experience for Manatee Technical College (MTC) Health Science Programs for the 2023-2026 School Years, No Financial Impact
13. Approval of the New Agreement Between the School Board of Manatee County and Siesta Village Dentistry, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact
14. Approval of the New Memorandum of Understanding (MOU) for Remote Site Education Between the School Board of Manatee County and Manatee County Government, Division of Animal Services at the Bishop Animal Shelter to Provide a Facility Offering Skills Competency Instruction and Practical Veterinary Assisting Experience for Students of the Veterinary Assisting Program from Manatee Technical College (MTC) for the 2023-2026 School Years, No Financial Impact
15. Approval of Bayshore High School - Painting & Roofing - Agreement Between Owner and Plunkett Raysich Architects, LLP, in the Amount of $94,500.00
16. Approval of Manatee High School - Painting & Roofing - Agreement Between Owner and Creative Contractors, Inc. - Pre-Construction Services, in the Amount of $22,225.00
17. Approval of Freedom Elementary School - Classroom Addition - Change Order 3 - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors - Reduction in the Amount of $245,072.94
18. Approval of Palmetto High School - Partial Replacement Project - Agreement Between Owner and Gilbane Building Company - Amendment 4 - Guaranteed Maximum Price, in the Amount of $1,585,013.00 for a Total Guaranteed Maximum Price of $36,757,781.00 (Funded by Non-Profit Food Service Fund)
19. Approval of Tara Elementary School - Campus Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., Amendment 3, in the amount of $222,212.11
20. Approval of the Palm View K8 and Samoset Elementary Schools - Administrative Office Enhancements - Agreement Between Owner and Willis A. Smith Construction - Amendment 1 - Guaranteed Maximum Price, in the Amount of $506,163.00
21. Approval of W. D. Sugg Middle School - Permanent Easement and Affidavit of Ownership and Encumbrances, No Financial Impact
22. Approval of W. D. Sugg Middle School - Temporary Construction Easement, No Financial Impact
23. Approval of Bayshore High School - Painting & Roofing - Agreement Between Owner and Willis A. Smith Construction, Inc. â€" Pre-Construction Services, in the Amount of $30,000.00
24. Approval of Louise R. Johnson K-8 School of International Studies - Permanent Drainage Easement, No Financial Impact
25. Approval to Purchase Occupational and Physical Therapy Services, SDMC No. 24-0032-BS, Continued Procurement with Vendors, Estimated in the amount of $3,500,000.00

26. Approval to Purchase Speech Language Pathology Services, SDMC No. 24-0033-BS, Continued Procurement with Vendors, Estimated in the amount of $4,000,000.00
27. Approval to Purchase Athletic Referee Services, SDMC No. 24-0040-BS, Continued Procurement for Services, Estimated in the Amount of $70,000.00
28. Approval to Purchase Chapter One Literacy Program and Tutoring, SDMC No. 24-0041-BS, Estimated in the Amount of $109,000.00
29. Approval of the Purchase of Inspect Plus Licenses, SDMC No. 24-0048-BS, Continued Procurement with Vendor, Estimated in the Amount of $82,000.00
30. Approval to Purchase Educational Impact Subscription, SDMC No. 24-0022-BS, Continued Procurement with Vendor, Estimated in amount of $75,000.00
31. Approval to Purchase University of Florida Lastinger Center Programs and Services, SDMC No. 24-0044-BS, Estimated in the Amount of $400,000.00
32. Approval to Purchase Woz U Education Products, SDMC No. 24-0037-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00
33. Approval to Purchase Vocabulary.com Site Licenses, SDMC No. 24-0026-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00
34. Approval of the Renewal Memorandum of Understanding (MOU) Between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2023-2024 School Year, Not to Exceed $64,000.00
35. Approval to Renew the Agreement Between the School Board of Manatee County and AMIKids Manatee County, Inc. for the 2023-2024 School Year
36. Approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2022-2023
37. Approval to Purchase Property and Liability Insurance Coverage Renewal, Not to Exceed $7,095,909.03
38. Approval of the Continued Procurement of School Resource Officer (SRO) Services through The City of Holmes Beach, SDMC No. 24-0052-RG, Estimated Amount of $132,849.28
39. Revision of the Job Description of Business Systems Analyst
40. Approval of the Report of Teachers Out-of-Field Content, Reading, ESOL (English for Speakers of Other Languages), and/or Long-Term Substitutes
41. Approval of the Appointments, Change of Assignments, Promotions, Reappointments, Reassignments, Resignations, Retirements, Suspensions, Terminations, and Transfers

12. PUBLIC COMMENT FOR NEW BUSINESS ITEMS

13. NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14. NEW BUSINESS (NON-CONSENT ITEMS)

1. Approval of the Budget Amendments for April 2023
2. Approval of K-12 Comprehensive Evidence-Based Reading Plan (CERP) for the 2023-2024 School Year
3. Approval of Advertising a Notice of Intent to Amend the Code of Student Conduct and Setting a Public Hearing on the Proposed Changes at the Board Meeting Scheduled for July 25, 2023

4. Approval of Charter School Renewal Contract for Oasis Middle School for the 2023-2028 School Years
5. Approval of Charter School Renewal Contract for Imagine Charter School at Lakewood Ranch for the 2023-2028 School Years
6. Approval of the Charter School Renewal Contract for Visible Men Academy for the 2023-2024 School Year
7. Approval of Charter School Contract for Manatee School of Arts and Sciences Charter School Renewal Contract for the 2023-2028 School Years
8. Approval of Charter School Contract for Manatee School for the Arts Charter School Renewal Contract for the 2023-2038 School Years
9. Approval of Advertising a Notice of Intent to Amend the Student Progression Plan, and Setting a Public Hearing on the Proposed Amendments at the Board Meeting Scheduled for July 25, 2023
10. Approval to Purchase Imagine Learning Subscriptions, SDMC No. 24-0031-BS, Continued Procurement with Vendor, Estimated in the Amount of $600,000.00
11. Approval to Purchase Pioneer Valley Products and Services, SDMC No. 24-0042-BS, Continued Procurement with Vendor, Estimated in the Amount of $675,000.00
12. Approval to Use The State of Florida Contract #44000000-NASPO-19-ACS, Copiers and Managed Print Services (Print Shop), SDMC No. 23-0107-KD, Continued Procurement for Products and Services, Estimated in the Amount of $1,600,000.00

15. NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

1. Approval of the Contract for the New Superintendent for the School District of Manatee County
2. Appointing Acting Superintendent for July 1, 2023 - July 2, 2023

16. WORKSHOP ITEM REQUESTS

17. CONTINUED PUBLIC COMMENT (IF NECESSARY)

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

19. SUPERINTENDENT REMARKS

20. BOARD COMMENTS

21. ADJOURNMENT

AGENDA ITEM NO. 5.1

School Board of Manatee County
June 13, 2023 - Regular Board Meeting

Title
Year-to-Date Charter School Financial Statement Summary Through April 30, 2023

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

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

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

Contact
Submitting Department: Business Services
Initiated By: Cathy Miley

Attachments:
Charter Schools Financial Rpt Summary 2022-2023 - Consolidated 04.2023

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

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
2101 - Manatee School for the Arts & Sciences												
Fund Balance July 1, 2022	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00	$ 1,217,452.00		
Revenue	66,788.00	165,986.00	352,139.00	352,139.00	465,406.95	582,669.60	707,063.98	811,810.74	919,441.68	1,029,670.00		
Expense	(15,619.00)	(135,248.00)	(380,084.00)	(380,084.00)	(545,761.13)	(647,251.02)	(716,213.72)	(799,871.78)	(908,560.22)	(1,014,842.00)		
Transfers						48,104.00						
Fund Balance, Ending	$ 1,268,621.00	$ 1,248,190.00	$ 1,189,507.00	$ 1,189,507.00	$ 1,137,097.82	$ 1,200,974.58	$ 1,208,302.26	$ 1,229,390.96	$ 1,228,333.46	$ 1,232,280.00		
2102 - Team Success*												
Fund Balance July 1, 2022	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00	$ 3,083,485.00			
Revenue	-		2,613,802.00			$ 5,707,286.00			8,426,423.00			
Expense	-		(2,733,886.00)			(4,981,418.00)			(7,432,315.00)			
Transfers	-		(326,986.00)			(446,730.00)			(1,279,167.00)			
Fund Balance, Ending	$ -	$ -	$ 2,636,415.00	$ -	$ -	$ 3,362,623.00			$ 2,798,426.00			
2104 - Manatee School for the Arts												
Fund Balance July 1, 2022	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00	$ 6,348,188.00		
Revenue	1,187,447.00	2,709,960.00	4,264,840.00	5,809,782.00	7,587,627.00	9,051,567.00	10,527,387.00	$ 12,011,530.00	13,574,470.00	15,768,791.00		
Expense	(514,140.00)	(1,868,338.00)	(3,455,079.00)	(4,780,437.00)	(6,324,089.00)	(7,599,010.00)	(8,855,680.00)	(10,136,846.00)	(11,511,516.00)	(12,840,798.00)		
Transfers												
Fund Balance, Ending	$ 7,021,495.00	$ 7,189,810.00	$ 7,157,949.00	$ 7,377,533.00	$ 7,611,726.00	$ 7,800,745.00	$ 8,019,895.00	$ 8,222,872.00	$ 8,411,142.00	$ 9,276,181.00		
2120 - Rowlett Middle Academy*												
Fund Balance July 1, 2022	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00	$ 47,945.00		
Revenue	530,790.97	1,140,666.38	1,677,650.61			3,827,206.64		4,586,878.52	5,089,126.84	5,602,893.09		
Expense	(644,383.59)	(1,195,471.61)	(1,686,630.77)			(3,409,166.58)		(3,872,686.12)	(4,393,301.75)	(4,892,673.01)		
Transfers	(180,814.53)	(194,267.60)	(180,814.53)			(356,303.72)		(572,133.01)	(620,269.61)	(572,318.99)		
Fund Balance, Ending	$ (246,462.15)	$ (201,127.83)	$ (141,849.69)	$ 47,945.00	$ 47,945.00	$ 109,681.34		$ 190,004.39	$ 123,500.48	$ 185,846.09		
2121 - Manatee Charter School												
Fund Balance July 1, 2022	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00	$ 43,038.00		
Revenue	319,261.60	839,694.36	1,400,934.77	1,753,236.59	2,236,372.60	2,783,964.72	3,201,013.90	3,610,915.38	3,939,696.77	4,501,396.28		
Expense	(175,265.37)	(572,578.14)	(968,501.68)	(1,317,556.33)	(1,724,901.61)	(2,182,382.27)	(2,509,194.98)	(2,828,859.83)	(3,069,716.55)	(3,540,887.10)		
Transfers	(90,946.97)	(181,893.94)	(272,840.91)	(363,787.88)	(454,734.85)	(545,681.82)	(631,740.73)	(722,812.70)	(813,884.67)	(909,816.76)		
Fund Balance, Ending	$ 96,087.26	$ 128,260.28	$ 202,630.18	$ 114,930.38	$ 99,774.14	$ 98,938.63	$ 103,116.19	$ 102,280.85	$ 99,133.55	$ 93,730.42		
2122 - Oasis Middle School												
Fund Balance July 1, 2022	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00	$ 264,889.00		
Revenue	44,022.00	103,443.00	145,142.00	182,539.00	231,460.00	269,160.00	325,630.00	464,422.00	562,987.00	626,953.00		
Expense	(59,996.00)	(134,445.00)	(224,666.00)	(293,470.00)	(375,608.00)	(440,035.00)	(509,695.00)	(580,207.00)	(671,614.00)	(739,180.00)		
Transfers												
Fund Balance, Ending	$ 248,915.00	$ 233,887.00	$ 185,365.00	$ 153,958.00	$ 120,741.00	$ 94,014.00	$ 80,824.00	$ 149,104.00	$ 156,262.00	$ 152,662.00		
2123 - Imagine Charter - North Manatee												
Fund Balance July 1, 2022	$ 550,279.00	$ 550,279.00	$ 550,279.00	$ 550,279.00	$ 550,279.00	$ 550,279.00	$ 550,279.00	$ 550,279.00	$ 550,279.00	$ 550,279.00		
Revenue	474,487.34	935,992.80	1,497,792.68	2,003,261.79	2,602,376.05	3,102,685.45	3,604,179.64	4,112,183.48	4,639,401.89	5,684,613.19		
Expense	(176,933.59)	(680,714.33)	(1,158,850.93)	(1,769,098.75)	(2,092,908.57)	(2,724,754.39)	(3,439,029.28)	(3,902,740.15)	(4,345,525.56)	(4,818,884.51)		
Transfers	(65,627.09)	(302,194.53)	(317,616.66)	(572,368.95)	(413,663.53)	(255,950.67)	(124,774.01)	(461,726.84)	(418,847.75)	(591,174.78)		
Fund Balance, Ending	$ 782,205.66	$ 503,362.94	$ 571,604.09	$ 212,073.09	$ 646,082.95	$ 672,259.39	$ 590,655.35	$ 297,995.49	$ 425,307.58	$ 824,832.90		
2124 - Imagine Charter- Lakewood Ranch												
Fund Balance July 1, 2022	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00	$ 11,407.00		
Revenue	380,058.01	753,790.03	1,369,166.33	1,369,166.33	2,388,962.34	2,774,888.86	3,184,031.58	3,638,536.92	4,027,095.65	4,429,341.04		
Expense	(273,254.49)	(690,051.47)	(1,085,020.72)	(1,085,020.72)	(2,031,570.14)	(2,583,562.18)	(2,924,180.95)	(3,338,738.43)	(3,666,813.27)	(4,361,101.52)		
Transfers	(4,221.87)	38,120.26	57,257.39	57,257.39	49,610.30	80,688.32	4,785.70	98,368.34	(29,867.94)	192,206.70		
Fund Balance, Ending	$ 113,988.65	$ 113,265.82	$ 352,810.00	$ 352,810.00	$ 418,409.50	$ 283,422.00	$ 276,043.33	$ 409,573.83	$ 341,821.44	$ 271,853.22		
2131 - Palmetto Charter School*												
Fund Balance July 1, 2022	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00	$ 952,892.00			
Revenue	-	-	1,486,060.54			3,018,263.93			4,405,752.34			
Expense	-	-	(1,403,226.72)			(2,662,171.09)			(3,990,729.87)			
Transfers												
Fund Balance, Ending	$ -	$ -	$ 1,035,725.82	$ -	$ -	$ 1,308,984.84			$ 1,367,914.47			
2141 - State College of FL Collegiate School*												
Fund Balance July 1, 2022	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00	$ 2,033,364.00			
Revenue	-		942,675.00			2,022,080.00			$ 3,118,009.00			
Expense	-		(613,847.00)			(1,535,316.00)			(2,737,332.00)			
Transfers	-											
Fund Balance, Ending	$ -	$ -	$ 2,362,192.00	$ -	$ -	$ 2,520,128.00			$ 2,414,041.00			
2161 - Visible Men Academy												
Fund Balance July 1, 2022	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49	$ 794,236.49		
Revenue	79,108.08	156,239.67	254,270.38	344,859.12	438,986.07	542,034.89	665,630.09	764,183.53	821,908.37	1,001,385.19		
Expense	(124,742.40)	(286,130.67)	(417,583.67)	(596,016.85)	(748,926.71)	(873,382.55)	(1,036,688.46)	(1,187,181.82)	(1,290,610.09)	(1,429,207.47)		
Transfers												
Fund Balance, Ending	$ 748,602.17	$ 664,345.49	$ 630,923.20	$ 543,078.76	$ 484,295.85	$ 462,888.83	$ 423,178.12	$ 371,238.20	$ 325,534.77	$ 366,414.21		
2171 - Rowlett Academy for Arts - Elementary*												
Fund Balance July 1, 2022	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00	$ 1,089,570.00			
Revenue			2,128,429.19			4,501,746.82			6,673,620.30			
Expense			(2,236,492.83)			(4,550,482.70)			(6,690,703.19)			
Transfers			(124,066.69)			(333,967.96)			77,726.27			
Fund Balance, Ending	$ -	$ -	$ 857,439.67	$ -	-	$ 706,866.16			$ 1,150,213.38			
2181 - Parrish Charter Academy												
Fund Balance July 1, 2022	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00	$ 958,269.00		
Revenue	390,603.00	438,035.00	1,317,780.00	1,784,265.00	2,722,607.00	3,233,397.00	3,653,365.00	4,078,862.00	4,511,116.00	4,948,880.00		
Expense	(483,597.00)	(463,719.00)	(1,344,006.00)	(1,817,698.00)	(2,596,971.00)	(3,080,886.00)	(4,294,024.00)	(4,784,134.00)	(5,582,103.00)	(5,136,170.00)		
Transfers	(226.00)	5,531.00	(19,915.00)	9,888.00	24,802.00	37,024.00	31,635.00	37,132.00	37,368.00	38,609.00		
Fund Balance, Ending	$ 865,049.00	$ 938,116.00	$ 912,128.00	$ 934,724.00	$ 1,108,707.00	$ 1,147,804.00	$ 349,245.00	$ 290,129.00	$ (75,350.00)	$ 809,588.00		
2182 - Lakewood Ranch Preparatory Academy												
Fund Balance July 1, 2022	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -		
Revenue	402,208.80	1,676,682.78	2,614,576.30	2,951,314.00	3,747,924.79	4,525,126.44	5,237,705.87	6,072,393.40	6,637,496.49	7,986,948.66		
Expense	(400,639.93)	(908,629.77)	(2,173,025.37)	(2,635,627.00)	(3,455,018.32)	(4,231,068.48)	(4,938,590.45)	(5,773,411.20)	(6,342,460.54)	(7,500,354.63)		
Transfers												
Fund Balance, Ending	$ 1,568.87	$ 768,053.01	$ 441,550.93	$ 315,687.00	$ 292,906.47	$ 294,057.96	$ 299,115.42	$ 298,982.20	$ 295,035.95	$ 486,594.03		

***Quarterly Reports/High Performing**

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

AGENDA ITEM NO. 5.2

School Board of Manatee County
June 13, 2023 - Regular Board Meeting

Title
Leaves for June 13, 2023

Executive Summary
The list of personnel on leave due to child care, illness, illness in the line of duty, military duty, personal without pay, sick leave bank, and worker's compensation is attached for review.

Contact
Submitting Department: Human Resources
Initiated by: Richard Bailey

Attachments:
LOA June 13 2023

Board Leaves 06/13/23

Employee ID	Name	Type of Leave	Department	Absence Period
243796	MA	FMLA	School Bus Transportation	2023-05-02 To 2023-05-26
305884	BA	SICK LEAVE	McNeal Elementary School	2023-04-26 To 2023-05-30
134463	SB	FMLA	Daughtrey Elementary School	2023-04-26 To 2023-06-02
30891	LB	SICK LEAVE	Palmetto High School	2023-04-18 To 2023-05-30
145550	AC	SICK LEAVE	Rogers Garden-Bullock ES	2023-03-21 To 2023-05-30
241559	DC	FMLA	Personnel	2023-04-10 To 2023-07-03
300322	LD	FMLA	Braden River High School	2023-04-11 To 2023-05-30
238456	KH	FMLA	Dropout Prevention & Alt Ed	2023-05-01 To 2023-05-30
176642	RH	SICK LEAVE	School Bus Transportation	2023-04-27 To 2023-05-26
301332	JK	SICK LEAVE	Security	2023-03-18 To 2023-05-19
303505	CL	FMLA	Bayshore High School	2023-04-24 To 2023-05-30
238423	RP	FMLA	Early Learning	2023-05-01 To 2023-07-14
300212	SS	FMLA	Manatee High School	2023-05-01 To 2023-05-30
21656	MY	SICK LEAVE	School Bus Transportation	2023-04-10 To 2023-05-26

Rev. 05/26/23

AGENDA ITEM NO. 5.3

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Year-to-Date Financial Statements Through April 30, 2023

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

General Fund - Revenues exceeded expenditures and transfers by approximately $72.1 million through the month of April 2023. Revenues have increased 12.1% and expenditures increased 6.7% over April 2023.

The beginning unassigned fund balance as of July 1, 2022, was $31.4 million. The District's unassigned fund balance is projected to be a positive $48.3 million by June 30, 2023.

Internal Service Funds - Expenditures exceeded revenues by $4.2 million through the month of April 2023.

Health Insurance Fund - Expenses exceeded revenues by approximately $4.3 million for the month of April, resulting in an ending net position of $4.1 million at the end of April 2023.

Workers Compensation Fund - Revenues exceeded expenditures by approximately $141,771 for the month of April, resulting in an ending net position of $2.4 million at the end of April 2023. Expenditures are in line with prior year claims and amounts budgeted through April 2023.

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

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

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

Contact
Submitting Department: Finance
Initiated By: Cathy Miley

Attachments:
FS April 2023
Bank Rec Certification - April 2023

THE SCHOOL DISTRICT OF MANATEE COUNTY

YEAR TO DATE FINANCIAL REPORT

THROUGH THE

PERIOD ENDING APRIL 30, 2023

(UNAUDITED)

School District of Manatee County, Florida
Balance Sheet (Unaudited)
April 30, 2023

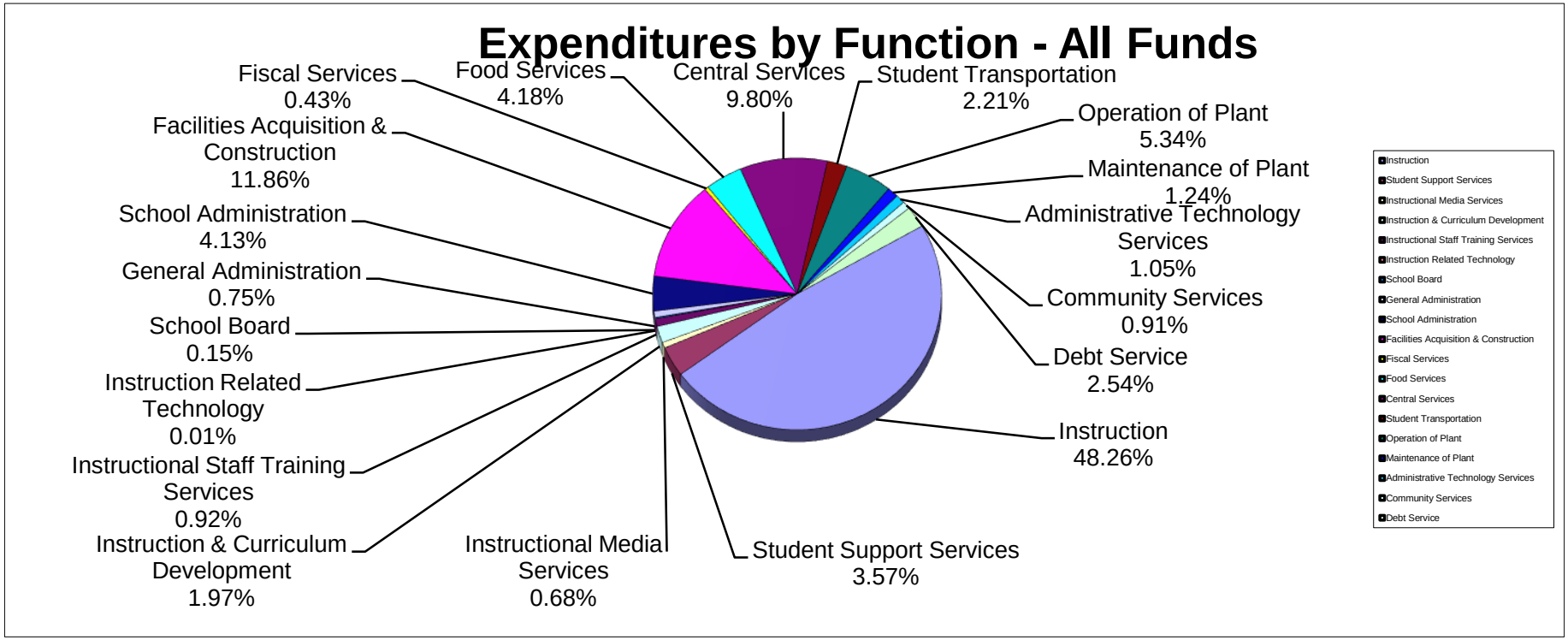
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds *	Internal Service Funds	Trust & Agency Funds	Total April 2023	Total April 2022
Assets									
Current Assets									
Cash	$ 198,004,072	$ 12,998,720	$ 174,192,168	$ 21,930,422	$ -	$ 20,769,296	$ 1,106,829	$ 429,001,507	$ 275,480,872
Taxes Receivable	-	-	-	-	-	-	-	$ -	$ -
Accounts Receivable	1,119,471	-	-	-	398	7,613	55,030	1,182,512	756,132
Due From/(To)	15,175,462	(320,842)	-	(9,741,868)	(5,112,752)	-		-	-
Inventory	672,505	-	-	434,766		-	-	1,107,271	1,061,875
Investments		44,567	-	-	-	-	-	44,567	53,101
Other Current Assets									
Deposits Receivable	-	-	-		-	-	-	-	-
Prepaid Expense	-	-	-	-	-	-	-	-	-
Due From Other Agencies	939,206	-	2,131,273	2,691,919	6,907,830	-	51,167	12,721,395	20,013,201
Total Assets	**$ 215,910,716**	**$ 12,722,445**	**$ 176,323,441**	**$ 15,315,239**	**$ 1,795,476**	**$ 20,776,909**	**$ 1,213,026**	**$ 444,057,252**	**$ 297,365,181**
Liabilities									
Current Liabilities									
Salaries & Wages Payable	32,453,482	-	-	-	-	-	-	32,453,482	23,533,659
Payroll Deductions & WH	9,767,850	-	-	-	-	-	-	9,767,850	8,161,816
Accounts Payable	1,210,301	-	750,783	652,058	1,058,477	1,215,740	2,175	4,889,534	10,385,367
Construction Payable	432	-	175,486	-	-	-	-	175,918	88,842
Retainage Payable	-	-	-	-	-	-	-	-	-
Other Current Liabilities					-				
Matured Bond/Interest Payable	-	-	-	-	-	-	-	-	-
Accrued Interest Payable	-	-	-	-	-	-	-	-	-
Due To Other Agencies	-	-	-	-	-	-	-	-	-
Sales Tax Payable	5,539	-	-	-	-	-	-	5,539	-
Estimated Unpaid Claims	-	-	-	-	-	13,035,286	-	13,035,286	9,968,847
Long-Term Liabilities	-	-	-	-	-	-	-	-	-
Other Credits									
Section 1011.13 Loan	-	-	-	-	-	-	-	-	-
Unearned Revenue		-	-	-	-	-	-	-	(2,494)
Deferred Revenue	49,993,055	-	1,562	69,344	736,999	-	-	50,800,960	29,462
Total Liabilities	93,430,659	-	927,831	721,402	1,795,476	14,251,026	2,175	111,128,569	52,165,499
Fund Balances									
Revenues Over (Under) Expenditures	72,091,721	833,176	50,149,626	1,822,712	-	(4,184,857)	265,695	120,978,073	75,599,686
Nonspendable									
Inventories	691,636	-	-	434,766	-	-	-	1,126,402	1,243,659
Restricted									
State Required Carryover	836,354	-	-	-	-	-	-	836,354	1,053,168
Food Services	-	-	-	12,336,359	-	-	-	12,336,359	6,535,010
Debt Service	-	11,889,269	-	-	-	-	-	11,889,269	12,202,979
Capital Projects	-	-	125,245,984	-	-	-	-	125,245,984	93,921,482
Other Purposes	6,105,020	-	-	-	-	10,710,740	945,156	17,760,916	25,966,496
Assigned									
Encumbrances	1,192,246	-	-	-	-	-	-	1,192,246	1,066,290
School and Local Programs	5,298,852	-	-	-	-	-	-	5,298,852	3,851,264
Unassigned	36,264,228	-	-	-	-	-	-	36,264,228	23,759,648
Total Fund Balances	122,480,057	12,722,445	175,395,610	14,593,837	-	6,525,883	1,210,851	332,928,683	245,199,682
Total Liabilities & Fund Balances	**$ 215,910,716**	**$ 12,722,445**	**$ 176,323,441**	**$ 15,315,239**	**$ 1,795,476**	**$ 20,776,909**	**$ 1,213,026**	**$ 444,057,252**	**$ 297,365,181**

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

School District of Manatee County, Florida
Statement of Revenues, Expenditures and Changes in Fund Balance (Unaudited)
For Month Ended April 30, 2023

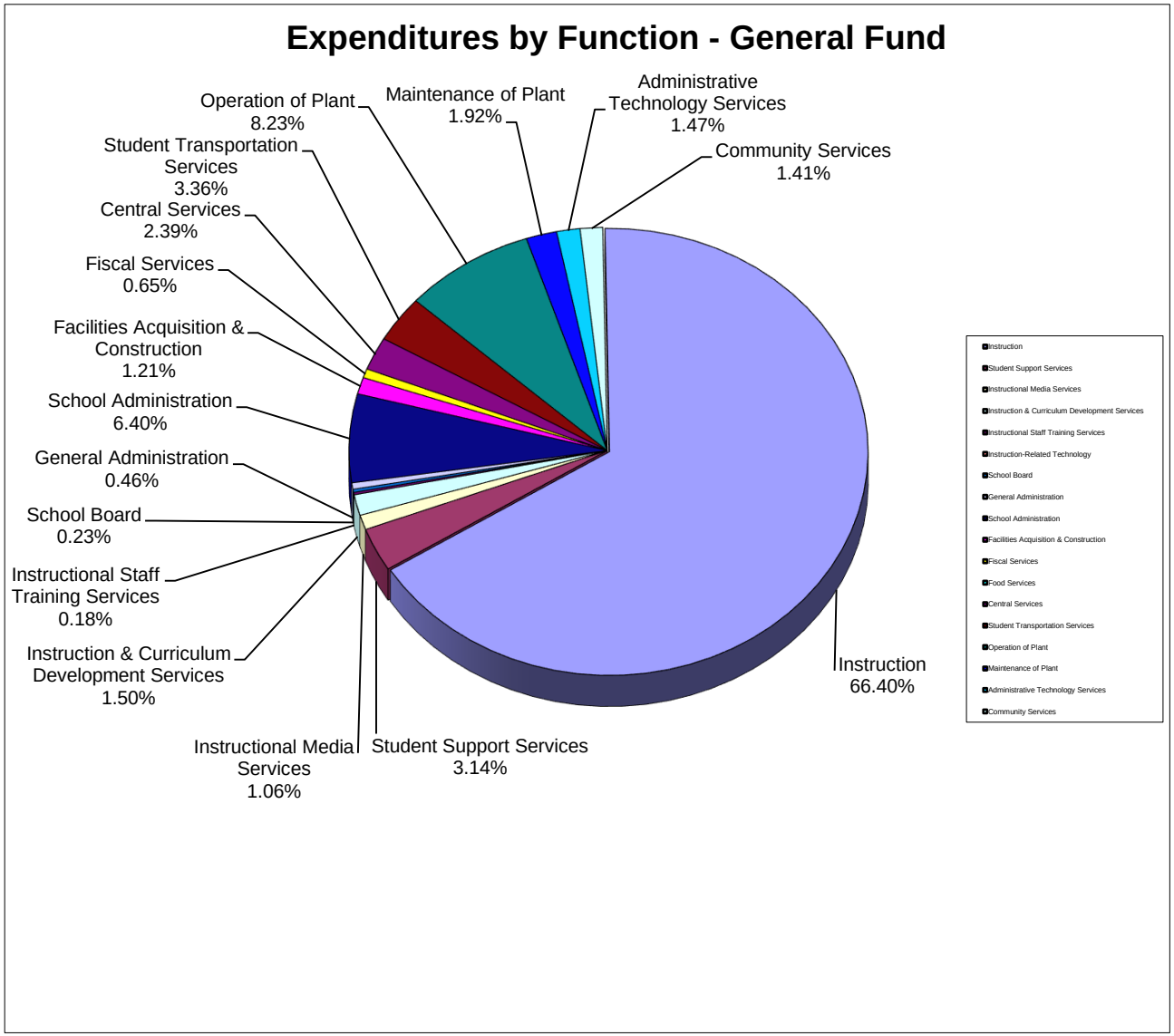
	General Fund	Debt Service Funds	Capital Projects Funds	Food Service Fund	Other Special Revenue Funds*	Internal Service Funds	Trust & Agency Funds	Total April 2023	Total April 2022
REVENUES									
Federal Direct	$ 565,877	$ 953,374	$ -	$ -	$ 2,308,687	$ -	$ 214,738	$ 4,042,676	$ 4,245,807
Federal Through State	1,927,856	-	-	23,426,066	68,812,693	-	-	94,166,615	88,685,863
State	154,328,162	-	6,777,877	310,110	-	-	-	161,416,149	161,889,399
Local	306,882,293	289,518	146,941,964	5,498,420	-	42,876,649	572,777	503,061,621	423,564,001
Total Revenues	463,704,188	1,242,892	153,719,841	29,234,596	71,121,380	42,876,649	787,515	762,687,061	678,385,070
EXPENDITURES									
Instruction	280,614,194	-	-	-	35,443,400	-	496,617	316,554,211	292,094,404
Student Support Services	13,268,667	-	-	-	10,105,354	-	19,626	23,393,647	23,211,193
Instructional Media Services	4,485,900	-	-	-	-	-	2,531	4,488,431	4,344,197
Instruction & Curriculum Development	6,354,271	-	-	-	6,567,968	-	1,024	12,923,263	11,660,113
Instructional Staff Training Services	743,836	-	-	-	5,300,960	-	-	6,044,796	5,613,969
Instruction Related Technology	(13)	-	-	-	61,525	-	-	61,512	177,360
School Board	958,659	-	-	-	-	-	-	958,659	1,312,718
General Administration	1,957,495	-	-	-	2,960,796	-	2,022	4,920,313	4,332,529
School Administration	27,045,133	-	-	-	41,115	-	-	27,086,248	27,299,476
Facilities Acquisition & Construction	5,104,474	-	72,725,261	-	-	-	-	77,829,735	69,347,367
Fiscal Services	2,750,621	-	-	-	102,163	-	-	2,852,784	2,363,816
Food Services	-	-	-	27,411,884	-	-	-	27,411,884	25,183,117
Central Services	10,087,864	-	-	-	45,761	54,161,506	-	64,295,131	54,148,510
Student Transportation	14,217,636	-	-	-	257,822	-	-	14,475,458	13,945,483
Operation of Plant	34,766,101	-	-	-	247,576	-	-	35,013,677	31,180,322
Maintenance of Plant	8,110,151	-	-	-	692	-	-	8,110,843	7,740,836
Administrative Technology Services	6,197,508	-	-	-	713,294	-	-	6,910,802	6,539,850
Community Services	5,959,444	-	-	-	2,460	-	-	5,961,904	5,026,713
Debt Service	24,368	15,017,032	1,646,152	-	-	-	-	16,687,552	18,363,976
Total Expenditures	422,646,309	15,017,032	74,371,413	27,411,884	61,850,886	54,161,506	521,820	655,980,850	603,885,949
Excess (Deficiency) of Revenue Over (Under) Expenditures	41,057,879	(13,774,140)	79,348,428	1,822,712	9,270,494	(11,284,857)	265,695	106,706,211	74,499,121
Other Financing Sources (Uses)									
Other Financing Sources	14,100,000	-	171,862	-	-	-	-	14,271,862	1,100,565
Other Financing Uses	-	-	-	-	-	-	-	-	-
Transfers In	17,816,231	14,607,316	882,389	-	-	7,100,000	-	40,405,936	38,582,315
Transfers Out	(882,389)	-	(30,253,053)	-	(9,270,494)	-	-	(40,405,936)	(38,582,315)
Total Other Financing Sources (Uses)	31,033,842	14,607,316	(29,198,802)	-	(9,270,494)	7,100,000	-	14,271,862	1,100,565
Net Change in Fund Balance	72,091,721	833,176	50,149,626	1,822,712	-	(4,184,857)	265,695	120,978,073	75,599,686
Fund Balances, Beginning	50,388,336	11,889,269	125,245,984	12,771,125	-	10,710,740	945,156	211,950,610	169,599,996
Fund Balances, Ending	$ 122,480,057	$ 12,722,445	$ 175,395,610	$ 14,593,837	$ -	$ 6,525,883	$ 1,210,851	$ 332,928,683	$ 245,199,682

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


Expenditures by Function - All Funds
Fiscal Services 0.43%
Food Services 4.18%
Central Services 9.80%
Student Transportation 2.21%
Operation of Plant 5.34%
Facilities Acquisition & Construction 11.86%
Maintenance of Plant 1.24%
School Administration 4.13%
Administrative Technology Services 1.05%
General Administration 0.75%
Community Services 0.91%
School Board 0.15%
Debt Service 2.54%
Instruction Related Technology 0.01%
Instruction 48.26%
Instructional Staff Training Services 0.92%
Instruction & Curriculum Development 1.97%
Instructional Media Services 0.68%
Student Support Services 3.57%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development
Instructional Staff Training Services
Instruction Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services
Debt Service

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
General Fund
For Month Ended April 30, 2023

	Original Budget	Current Budget	YTD Actual	Variance with Current Budget Positive (Negative)	% of YTD Actual to Current Budget	YTD Actual April 2022
REVENUES						
Federal Direct:						
Reserve Officers Training Corps (ROTC)	$ 673,800	$ 673,800	$ 565,877	$ (107,923)	84%	$ 540,162
Miscellaneous Federal Direct	4,395	4,395	-	(4,395)	0%	29,394
Total Federal Direct	678,195	678,195	565,877	(112,318)	83%	569,556
Federal Through State:						
Vocational Education Act	-	22,000	11,000	(11,000)	50%	17,963
Medicaid	1,300,000	800,000	628,323	(171,677)	79%	728,010
Individuals with Disabilities	-	316,000	252,918	(63,082)	80%	73,803
Educational Stabilization K-12	-	-	-	-		(10,990)
Educational Stabilization Workforce	-	436,000	159,714	(276,286)	37%	-
Educational Stabilization VPK	-	-	247,500	247,500		412,614
Miscellaneous Federal Through State	-	1,929,941	628,401	(1,301,540)	33%	-
Total Federal Through State	1,300,000	3,503,941	1,927,856	(1,576,085)	55%	1,221,400
State:						
Florida Education Finance Program (FEFP)	138,320,516	117,222,566	98,095,170	(19,127,396)	84%	102,932,142
Workforce Development	9,687,398	9,687,398	8,072,840	(1,614,558)	83%	7,884,129
Workforce Education Performance Incentive	355,000	203,587	203,587	-	100%	355,000
CO&DS Withheld for Administrative Expenditures	28,000	28,000	-	(28,000)	0%	-
State License Tax	340,481	340,481	276,338	(64,143)	81%	283,523
Discretionary Lottery	-	-	-	-		-
Categorical Programs:						
Class Size Reduction Operating Funds	50,982,207	51,015,963	42,507,678	(8,508,285)	83%	41,562,824
Florida School Recognition Funds	-	2,619,231	2,619,231	-	100%	-
Voluntary Prekindergarten Program	1,850,000	2,017,181	2,017,181	-	100%	1,419,989
Other Miscellaneous State Revenue	50,240	556,663	536,137	(20,526)	96%	1,338,050
Total State	201,613,842	183,691,070	154,328,162	(29,362,908)	84%	155,775,657
Local:						
District School Taxes	289,112,841	289,112,841	281,183,181	(7,929,660)	97%	239,826,098
Lease Revenue	100,000	164,072	164,072	-	100%	98,650
Interest on Investments	375,825	7,559,470	7,559,470	-	100%	185,303
Student and Adult a la Carte	-	-	-	-		109,354
Catering/Specials	-	-	-	-		4,357
Net Increase (Decrease) in Fair Value	-	48	48	-	100%	(106,311)
Gifts, Grants and Bequests	-	1,500	1,500	-	100%	950
Vending Sales	-	-	22	22		46
Student Fees:						
Adult Gen Ed Course Fees	-	103,460	103,420	(40)	100%	41,018
Post Secondary Vocational Ed Course Fees	3,066,324	1,999,751	1,856,987	(142,764)	93%	2,113,939
Continuing Workforce Education Course Fees	175,000	122,922	98,901	(24,021)	80%	110,077
Capital Improvement Fees	128,130	138,595	135,937	(2,658)	98%	133,808
Post Secondary Lab Fees	-	972,644	957,072	(15,572)	98%	995,180
Lifelong Learning Fees	-	2,190	2,190	-	100%	5,650
GED Testing Fees	-	7,725	7,725	-	100%	8,005
Other Student Fees	662,401	720,169	640,389	(79,780)	89%	697,209
Other Fees:						
Preschool Program Fees	-	760,644	760,644	-	100%	640,782
School Age Child Care Fees	6,450,000	6,350,000	5,627,017	(722,983)	89%	5,075,173
Other Schools, Courses and Classes Fees	10,000	7,069	10,367	3,298	147%	10,064
Miscellaneous Local:						
Bus Fees	38,600	125,567	125,858	291	100%	8,837
Transportation Services Rendered for School Activ	65,900	88,956	88,957	1	100%	49,999
Sale of Junk	100,000	122,837	122,837	-	100%	89,872
Receipt of Federal Indirect Cost Rate	2,000,000	2,961,943	2,961,943	-	100%	2,442,062
Other Miscellaneous Local Sources	2,260,088	3,493,938	3,087,218	(406,720)	88%	2,119,297
Refund of Prior Year's Expenditures	-	(217,239)	(217,239)	-	100%	(43,143)
Collections for Lost, Damaged and Sold Textbooks	-	121	121	-	100%	9,500
Receipt of Food Service Indirect Costs	1,667,800	1,667,800	1,603,656	(64,144)	96%	1,425,471
Total Local	306,212,909	316,267,023	306,882,293	(9,384,730)	97%	256,051,247
Total Revenues	509,804,946	504,140,229	463,704,188	(40,436,041)	92%	413,617,860
Expenditures (by Function)						
Current:						
Instruction	367,405,153	349,352,213	280,614,194	68,738,019	80%	262,375,357
Student Support Services	15,896,764	17,199,551	13,268,667	3,930,884	77%	13,062,681
Instructional Media Services	5,284,197	5,354,786	4,485,900	868,886	84%	4,296,631
Instruction & Curriculum Development Services	8,181,351	8,876,217	6,354,271	2,521,946	72%	6,038,631
Instructional Staff Training Services	1,167,629	1,347,166	743,836	603,330	55%	1,021,354
Instruction-Related Technology	572	572	(13)	585	-2%	110,447
School Board	1,541,404	1,538,076	958,659	579,417	62%	1,311,641
General Administration	3,024,859	3,016,767	1,957,495	1,059,272	65%	1,883,042
School Administration	35,202,370	33,915,075	27,045,133	6,869,942	80%	26,959,506
Facilities Acquisition & Construction	5,465,344	6,206,102	5,104,474	1,101,628	82%	3,976,473
Fiscal Services	3,612,464	3,940,353	2,750,621	1,189,732	70%	2,293,835
Food Services	-	-	-	-		169,689
Central Services	13,047,769	13,490,614	10,087,864	3,402,750	75%	9,613,590
Student Transportation Services	18,988,802	21,097,460	14,217,636	6,879,824	67%	13,686,022
Operation of Plant	43,950,215	48,430,670	34,766,101	13,664,569	72%	30,405,142
Maintenance of Plant	10,202,211	10,691,556	8,110,151	2,581,405	76%	7,639,721
Administrative Technology Services	8,526,490	8,659,098	6,197,508	2,461,590	72%	6,235,080
Community Services	5,834,737	6,873,785	5,959,444	914,341	87%	5,025,636
Debt Service	65,500	1,339,889	24,368	1,315,521	2%	64,546
Total Expenditures	547,397,831	541,329,950	422,646,309	118,683,641	78%	396,169,024
Excess (Deficiency) of Revenues Over (Under) Expenditures	(37,592,885)	(37,189,721)	41,057,879	78,247,600		17,448,836
OTHER FINANCING SOURCES (USES)						
Sale of Land	-	14,100,000	14,100,000	-	100%	-
Transfers In:						
From Capital Project Funds	19,264,266	18,998,442	15,645,737	(3,352,705)	82%	14,021,000
From Special Revenue Funds	-	2,907,493	2,170,494	(736,999)	75%	4,180,785
Transfers Out:						
To Capital Project Funds	-	(882,389)	(882,389)	-	100%	-
Total Other Financing Sources (Uses)	19,264,266	35,123,546	31,916,231	(4,089,704)	91%	18,201,785
Net Change in Fund Balance	(18,328,619)	(2,066,175)	72,091,721	74,157,896		35,650,621
Fund Balance, Beginning	50,388,336	50,388,336	50,388,336	-		42,260,186
Nonspendable	691,636	-		-		-
Restricted	-	-		-		-
Assigned	-	-		-		-
Unassigned	31,368,081	48,322,161		-		-
Fund Balance, Ending	$ 32,059,717	$ 48,322,161	$ 122,480,057	$ 74,157,896		$ 77,910,807

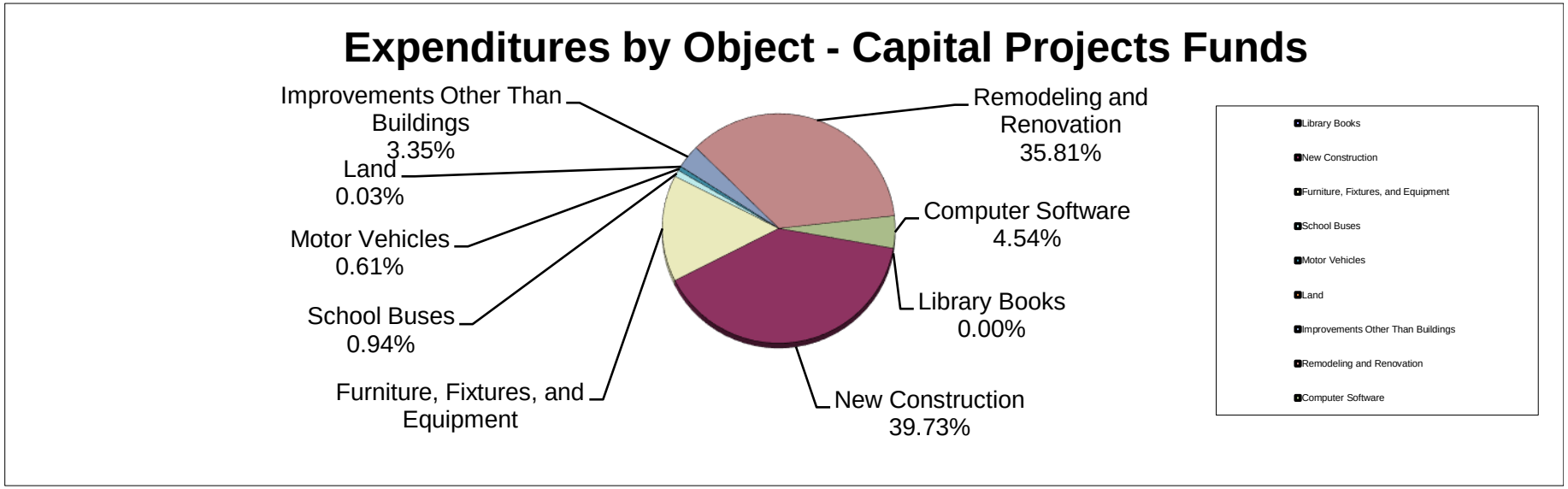

Expenditures by Function - General Fund
Operation of Plant 8.23%
Maintenance of Plant 1.92%
Administrative Technology Services 1.47%
Community Services 1.41%
Student Transportation Services 3.36%
Central Services 2.39%
Fiscal Services 0.65%
Facilities Acquisition & Construction 1.21%
School Administration 6.40%
General Administration 0.46%
School Board 0.23%
Instructional Staff Training Services 0.18%
Instruction & Curriculum Development Services 1.50%
Instructional Media Services 1.06%
Student Support Services 3.14%
Instruction 66.40%
Instruction
Student Support Services
Instructional Media Services
Instruction & Curriculum Development Services
Instructional Staff Training Services
Instruction-Related Technology
School Board
General Administration
School Administration
Facilities Acquisition & Construction
Fiscal Services
Food Services
Central Services
Student Transportation Services
Operation of Plant
Maintenance of Plant
Administrative Technology Services
Community Services

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Debt Service Funds
For Month Ended April 30, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2022
REVENUES						
Federal Direct:						
Miscellaneous Federal Direct	$ 1,005,960	$ 1,005,960	$ 953,374	$ (52,586)	95%	$ 948,620
Total Federal Direct	1,005,960	1,005,960	953,374	(52,586)		948,620
State:						
CO&DS Withheld for Bonds	415,740	415,740	-	(415,740)	0%	-
SBE/COBI Bond Interest	-	-	-	-		-
Total State	415,740	415,740	-	(415,740)	0%	-
Local:						
Interest on Investments	-	474,165	474,165	-	100%	431,436
Net Increase (Decrease) in the Fair Value	220,000	(184,647)	(184,647)	-	100%	(63,228)
Total Local	220,000	289,518	289,518	-	100%	368,208
Total Revenues	1,641,700	1,711,218	1,242,892	(468,326)	73%	1,316,828
EXPENDITURES						
Current:						
Redemption of Principal	20,988,327	18,037,244	7,415,000	10,622,244	41%	8,387,454
Interest	11,909,515	9,181,848	7,589,772	1,592,076	83%	8,109,868
Dues and Fees	18,301	16,304	12,260	4,044	75%	11,951
Other Debt Service	-	-	-	-		-
Total Debt Service	32,916,143	27,235,396	15,017,032	12,218,364	55%	16,509,273
Total Expenditures	32,916,143	27,235,396	15,017,032	12,218,364	55%	16,509,273
Excess (Deficiency) of Revenues Over (Under) Expenditures	(31,274,443)	(25,524,178)	(13,774,140)	11,750,038		(15,192,445)
OTHER FINANCING SOURCES (USES)						
Transfers In:						
From Capital Project Funds	31,494,443	25,813,693	14,607,316	(11,206,377)	57%	14,880,530
Other Financing Sources						
Fair Value of Refunding Bonds	-	-	-	-		-
Premium on Refunding Bonds	-	-	-	-		-
Other Financing Sources	-	-	-	-		-
Total Transfers In & Other Financing Sources	31,494,443	25,813,693	14,607,316	(11,206,377)		14,880,530
Total Other Financing Sources (Uses)	31,494,443	25,813,693	14,607,316	(11,206,377)	57%	14,880,530
Net Change in Fund Balances	220,000	289,515	833,176	543,661		(311,915)
Fund Balances, Beginning	11,889,269	11,889,269	11,889,269	-		12,202,979
Fund Balances, Ending	$ 12,109,269	$ 12,178,784	$ 12,722,445	$ 543,661		$ 11,891,064

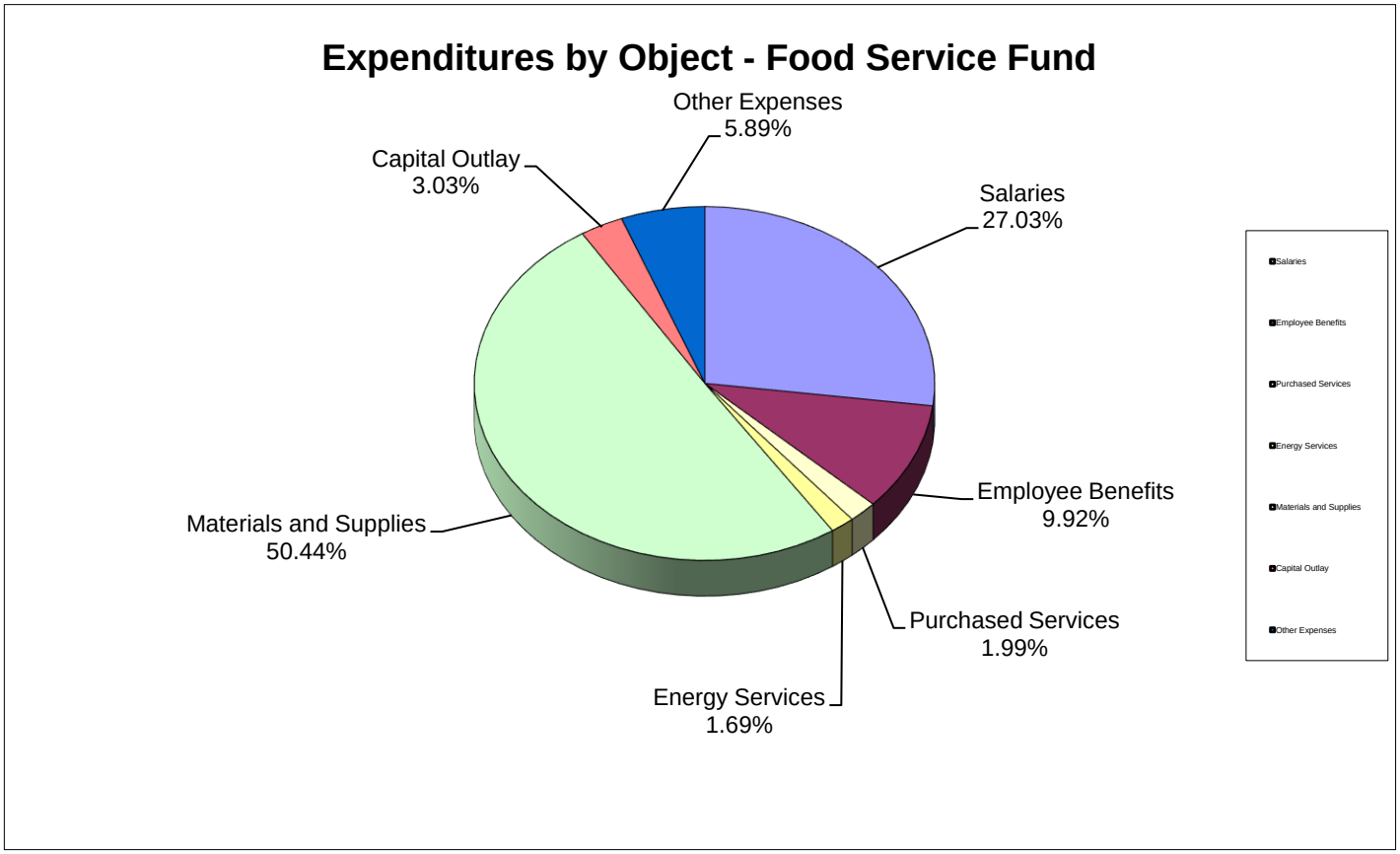
School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Capital Projects Funds
For Month Ended April 30, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2022
REVENUES						
State:						
CO&DS Distributed	$ 1,442,884	$ 1,442,884	$ -	$ (1,442,884)	0%	$ -
Interest on CO&DS	30,699	30,699	-	(30,699)	0%	-
Public Education Capital Outlay PECO	1,880,296	1,880,296	1,880,296	-	100%	2,000,000
Charter School Cap Outlay PECO	3,868,382	4,492,248	3,681,817	(810,431)	82%	3,209,894
Other Miscellaneous State Revenue	1,215,764	1,629,681	1,215,764	413,917	75%	748,882
Total State Sources	8,438,025	9,475,808	6,777,877	(1,870,097)	72%	5,958,776
Local:						
District Capital Taxes	86,353,895	86,353,895	83,978,219	(2,375,676)	97%	66,912,337
Local Sales Tax	46,935,684	46,935,684	34,059,185	(12,876,499)	73%	30,484,431
Interest on Investments	20,000	1,720,000	1,648,894	(71,106)	96%	56,700
Other Miscellaneous Local Sources	79,875	79,875	39,638	(40,237)	50%	55,179
Impact Fees	31,150,906	31,150,906	27,216,028	(3,934,878)	87%	22,851,029
Refund of Prior Year Expense	-	-	-	-		-
Total Local Sources	164,540,360	166,240,360	146,941,964	(19,298,396)	88%	120,359,676
Total Revenues	172,978,385	175,716,168	153,719,841	(21,168,493)	87%	126,318,452
EXPENDITURES						
Capital Outlay:						
Library Books	-	-	-	-		-
Audio Visual Materials	-	-	-	-		-
Buildings and Fixed Equipment	262,783,422	274,085,944	28,226,711	245,859,233	10%	22,025,845
Furniture, Fixtures, and Equipment	16,225,355	21,077,419	10,652,337	10,425,082	51%	11,896,784
School Buses	1,496,676	1,585,757	669,594	916,163	42%	27,867
Motor Vehicles	992,009	1,018,525	434,871	583,654	43%	133,672
Land	1,850,000	1,850,000	20,000	1,830,000	1%	-
Improvements Other Than Buildings	6,401,345	7,668,538	2,376,827	5,291,711	31%	5,568,224
Remodeling and Renovation	67,478,895	71,951,936	25,443,939	46,507,997	35%	21,795,189
Computer Software	3,480,382	3,456,889	3,224,334	232,555	93%	2,609,075
Total Capital Outlay	360,708,084	382,695,008	71,048,613	311,646,395	19%	64,056,656
Other Expenses:						
Charter School Capital Outlay Sales Tax	4,479,006	4,042,475	1,676,648	2,365,827	41%	1,303,473
Total Other Expenses	4,479,006	4,042,475	1,676,648	2,365,827		1,303,473
Debt Service:						
Redemption of Principal	1,603,998	1,936,627	1,573,993	362,634	81%	1,673,073
Interest	72,955	72,954	72,159	795	99%	116,834
Dues and Fees	-	-	-	-		250
Total Debt Service	1,676,953	2,009,581	1,646,152	363,429	82%	1,790,157
Total Expenditures	366,864,043	388,747,064	74,371,413	314,375,651	19%	67,150,286
Excess (Deficiency) of Revenues Over (Under) Expenditures	(193,885,658)	(213,030,896)	79,348,428	292,379,324		59,168,166
OTHER FINANCING SOURCES (USES)						
Loans	-	-	-	-		-
Certificates of Participation Issued	130,000,000	175,000,000	-	175,000,000	0%	-
Proceeds of Lease-Purchase Agreements	171,862	171,862	171,862	-	100%	1,100,565
Transfers In:						
From General Fund	-	882,389	882,389	-	100%	-
Transfers Out:						
To General Fund	(19,264,266)	(18,998,442)	(15,645,737)	(3,352,705)	82%	(14,021,000)
To Debt Service	(31,494,443)	(25,813,693)	(14,607,316)	(11,206,377)	57%	(14,880,530)
Total Transfers	(50,758,709)	(44,812,135)	(30,253,053)	(14,559,082)		(28,901,530)
Total Other Financing Sources (Uses)	79,413,153	131,242,116	(29,198,802)	(160,440,918)	-22%	(27,800,965)
Net Change in Fund Balances	(114,472,505)	(81,788,780)	50,149,626	131,938,406		31,367,201
Fund Balances, Beginning	125,245,984	125,245,984	125,245,984	-		93,921,482
Fund Balances, Ending	$ 10,773,479	$ 43,457,204	$ 175,395,610	$ 131,938,406		$ 125,288,683


Expenditures by Object - Capital Projects Funds
Improvements Other Than Buildings 3.35%
Land 0.03%
Motor Vehicles 0.61%
School Buses 0.94%
Furniture, Fixtures, and Equipment
Remodeling and Renovation 35.81%
Computer Software 4.54%
Library Books 0.00%
New Construction 39.73%
Library Books
New Construction
Furniture, Fixtures, and Equipment
School Buses
Motor Vehicles
Land
Improvements Other Than Buildings
Remodeling and Renovation
Computer Software

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Food Service Fund
For Month Ended April 30, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2022
REVENUES						
Federal Through State:						
Fresh Fruit & Vegetables	$ -	$ -	$ -	$ -		$ 23,519
School Lunch Reimbursement	16,821,700	16,821,700	14,740,118	(2,081,582)	88%	19,107,577
School Breakfast Reimbursement	5,700,800	5,700,800	5,031,398	(669,402)	88%	5,434,323
After-School Snack Reimbursement	400,000	400,000	87,602	(312,398)	22%	-
Child Care Food Program	420,000	780,000	938,983	158,983	120%	734,174
USDA Donated Commodities	2,150,000	2,150,000	-	(2,150,000)	0%	-
Cash n Lieu of Donated	35,000	35,000	69,948	34,948	200%	24,535
Summer Food Service Program	625,000	625,000	376,559	(248,441)	60%	405,178
Other Food Service Revenue	890,511	1,754,986	2,181,458	(426,472)	124%	48,424
Total Federal Through State	27,043,011	28,267,486	23,426,066	(5,694,364)	83%	25,777,730
State:						
School Breakfast Supplement	140,000	140,000	145,215	5,215	104%	72,569
School Lunch Supplement	170,000	170,000	164,895	(5,105)	97%	82,397
Other Miscellaneous State	-	-	-	-		-
Total State	310,000	310,000	310,110	110	100%	154,966
Local:						
Interest on Investments	10,000	10,000	436,645	426,645	4366%	24,415
Student Lunches	4,315,900	4,315,900	3,149,138	(1,166,762)	73%	-
Student Breakfasts	-	-	-	-		-
Adult Breakfast/Lunch	175,000	175,000	99,139	(75,861)	57%	104,387
Student/Adult Ala Carte	1,900,000	1,903,000	1,620,315	(282,685)	85%	1,226,690
Catering/Special	48,000	45,000	18,449	(26,551)	41%	16,648
Other Food Sales	-	-	-	-		-
Vending Sales	-	-	-	-		-
Cash Over/(Short)	-	-	8,729	8,729		2,876
Sale of Junk	-	1,329	1,499	170	113%	
Other Miscellaneous Local Sources	75,000	75,000	163,812	88,812	218%	71,397
Refund of Prior Year Expense	-	694	694	-	100%	-
Total Local	6,523,900	6,525,923	5,498,420	(1,027,503)	84%	1,446,413
Total Revenues	33,876,911	35,103,409	29,234,596	(6,721,757)	83%	27,379,109
EXPENDITURES						
Current:						
Salaries	10,875,119	7,761,619	7,409,323	352,296	95%	6,401,495
Employee Benefits	-	3,147,499	2,719,686	427,813	86%	2,425,767
Purchased Services	-	1,016,785	545,896	470,889	54%	574,499
Energy Services	4,880,736	605,000	464,293	140,707	77%	404,504
Materials and Supplies	16,635,947	19,307,674	13,826,978	5,480,696	72%	13,023,907
Capital Outlay	1,284,364	1,292,064	830,822	461,242	64%	464,150
Other Expenses	-	1,770,000	1,614,886	155,114	91%	1,438,216
Total Food Service	33,676,166	34,900,641	27,411,884	7,488,757	79%	24,732,538
Total Expenditures	33,676,166	34,900,641	27,411,884	7,488,757	79%	24,732,538
Net Change in Fund Balance	200,745	202,768	1,822,712	1,619,944		2,646,571
Fund Balance, Beginning	12,771,125	12,771,125	12,771,125	-		6,913,448
Fund Balance, Ending	$ 12,971,870	$ 12,973,893	$ 14,593,837	$ 1,619,944		$ 9,560,019

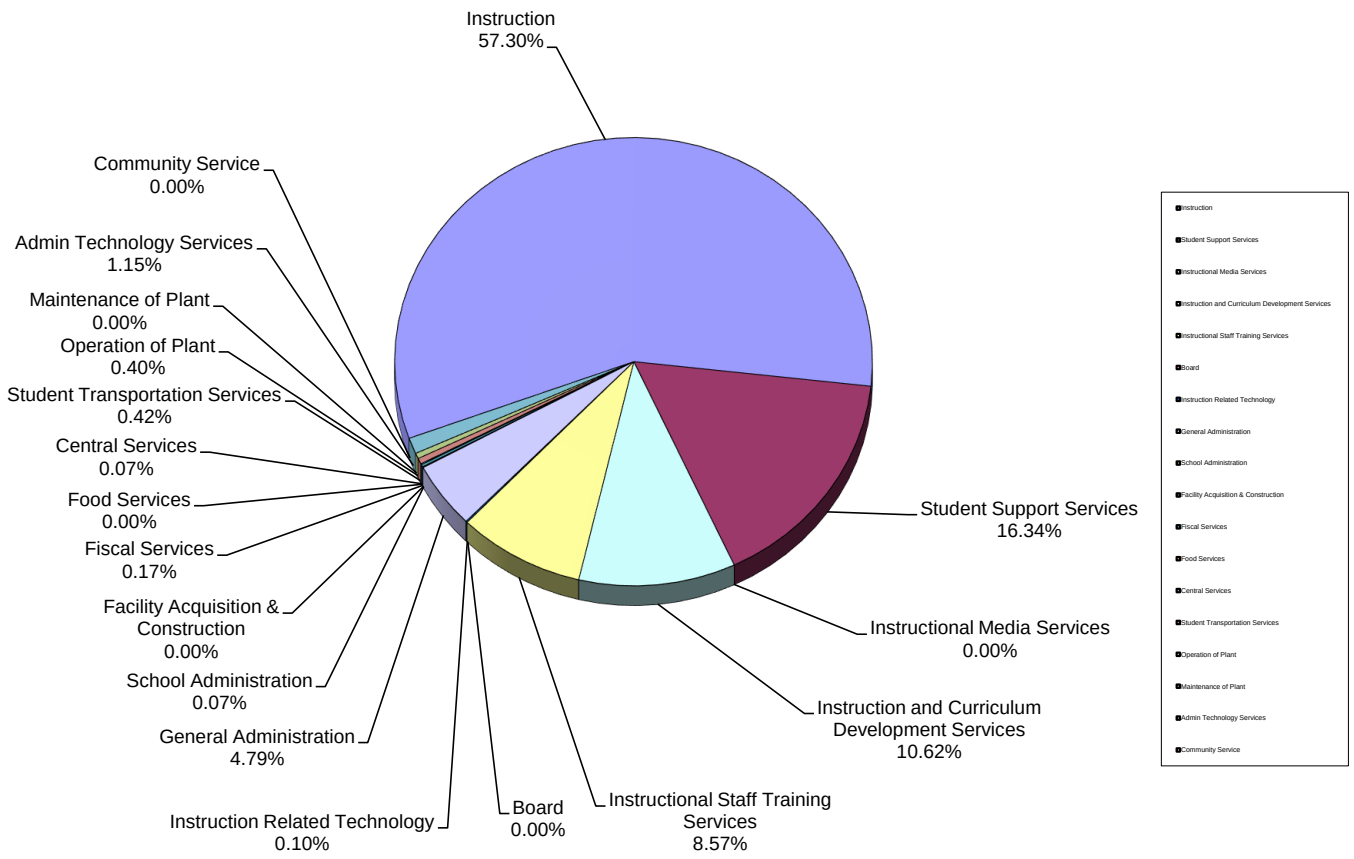

Expenditures by Object - Food Service Fund
Other Expenses
5.89%
Capital Outlay
3.03%
Salaries
27.03%
Employee Benefits
9.92%
Materials and Supplies
50.44%
Purchased Services
1.99%
Energy Services
1.69%
Salaries
Employee Benefits
Purchased Services
Energy Services
Materials and Supplies
Capital Outlay
Other Expenses

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Balance
Other Special Revenue Funds*
For Month Ended April 30, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2022
REVENUES						
Federal Direct:						
Other Federal Direct	$ -	$ -	$ -	-		$ -
Pell	-	1,718,770	1,720,808	(2,038)	100%	1,896,314
Miscellaneous Federal Direct	89,711	832,064	587,879	244,185	71%	619,566
Total Federal Direct	89,711	2,550,834	2,308,687	242,147	91%	2,515,880
Federal Through State:						
Career and Technical Education	-	916,434	566,969	349,465	62%	724,092
Teacher/Principal Training & Recruiting	-	1,796,599	1,133,152	663,447	63%	1,185,668
Adult Migrant Education	-	290,215	263,338	26,877	91%	266,126
Eng Lit and Civics Education	-	205,193	187,083	18,110	91%	95,810
Individuals with Disabilities Education Act	12,205,278	15,953,029	9,736,229	6,216,800	61%	9,419,483
Elementary and Secondary Education Act Title I	12,986,966	18,861,892	12,799,209	6,062,683	68%	11,481,505
Language Instruction Title III	-	1,576,455	1,272,638	303,817	81%	963,238
Adult General Education	-	558,328	634,319	(75,991)	114%	475,986
21st Century Schools - Title IV	-	1,359,450	613,972	745,478	45%	713,188
Educational Stabilization Funds - K-12	-	7,770,750	38,573,767	(30,803,017)	496%	33,348,714
Educational Stabilization Funds - Workforce		-	1,630,709	(1,630,709)		2,849,149
Educational Stabilization Funds - VPK		-	11,759	(11,759)		5,075
Other Federal Through State	-	2,168,078	1,389,549	778,529	64%	158,699
Total Federal Through State	25,192,244	51,456,423	68,812,693	(17,356,270)	134%	61,686,733
Total Revenues	25,281,955	54,007,257	71,121,380	(17,114,123)	132%	64,202,613
EXPENDITURES						
Current:						
Instruction	18,581,754	31,889,327	35,443,400	(3,554,073)	111%	29,309,952
Student Support Services	759,769	418,226	10,105,354	(9,687,128)	2416%	10,144,763
Instructional Media Services	-	-	-	-		44,136
Instruction and Curriculum Development Services	1,679,147	11,461,933	6,567,968	4,893,965	57%	5,621,482
Instructional Staff Training Services	3,674,976	7,081,630	5,300,960	1,780,670	75%	4,592,543
Board	-	-	-	-		1,077
Instruction Related Technology	1,578	77,255	61,525	15,730	80%	66,913
General Administration	544,154	1,940,944	2,960,796	(1,019,852)	153%	2,449,487
School Administration	-	92,722	41,115	51,607	44%	339,970
Facility Acquisition & Construction	-	-	-	-		10,765
Fiscal Services	-	104,162	102,163	1,999	98%	69,981
Food Services	-	75,660	-	75,660	0%	280,890
Central Services	-	323,763	45,761	278,002	14%	148,266
Student Transportation Services	40,577	(703,802)	257,822	(961,624)	-37%	259,461
Operation of Plant	-	(1,482,889)	247,576	(1,730,465)	-17%	775,180
Maintenance of Plant	-	2,152	692	1,460	32%	101,115
Admin Technology Services	-	(1,093,797)	713,294	(1,807,091)	-65%	304,770
Community Services	-	-	2,460	(2,460)		1,077
Total Expenditures	25,281,955	50,187,286	61,850,886	(11,663,600)	123%	54,521,828
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	3,819,971	9,270,494	(5,450,523)		9,680,785
OTHER FINANCING SOURCES (USES)						
Transfers Out:						
To General Fund	-	3,280,029	(2,170,494)	5,450,523	-66%	(7,180,785)
To Internal Service Fund	-	(7,100,000)	(7,100,000)	-	100%	(2,500,000)
Total Other Financing Sources (Uses)	-	(3,819,971)	(9,270,494)	5,450,523		(9,680,785)
Net Change in Fund Balance	-	-	-	-		-
Fund Balance, Beginning	-	-	-	-		-
Fund Balance, Ending	$ -	$ -	$ -	$ -		$ -

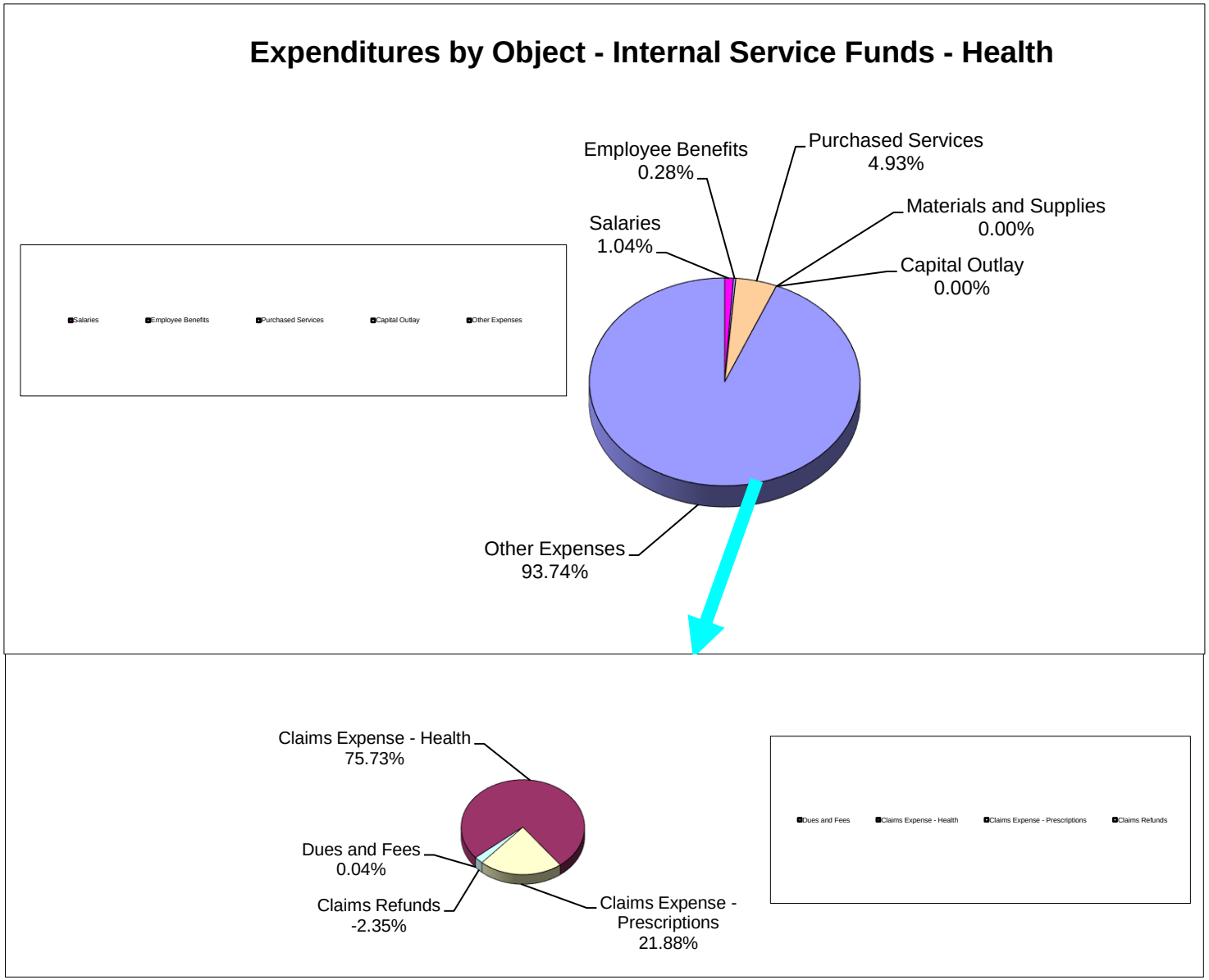
*Fund 49101 - School Internal Funds excluded, will be reported at fiscal year-end. Monthly reports on file with SDMC.
*The Special Revenue Fund Report does not reflect Current Budget for grants that cross fiscal years.

Expenditures by Function - Other Special Revenue Funds



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Health
For Month Ended April 30, 2023

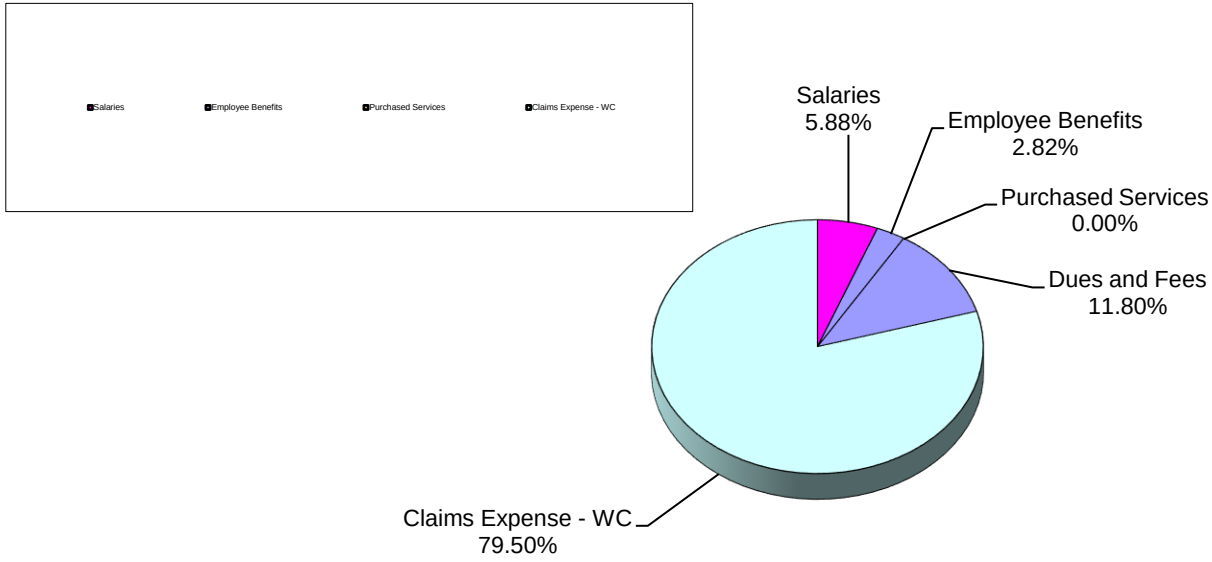
	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 47,461,000	$ 34,125,000	$ 28,853,503	$ (5,271,497)	85%	$ 30,341,337
Premium - Employee	-	11,486,000	10,159,197	(1,326,803)	88%	10,639,271
Premium - Retiree	-	1,450,000	1,067,880	(382,120)	74%	1,122,857
Premium - Leave/COBRA	-	400,000	289,092	(110,908)	72%	364,477
Miscellaneous Local Revenue	-	-	-	-		-
Refund of Prior Year Expenditure	-	-	-	-		-
Total Operating Revenues	47,461,000	47,461,000	40,369,672	(7,091,328)	85%	42,467,942
Total Revenues	47,461,000	47,461,000	40,369,672	(7,091,328)	85%	42,467,942
EXPENDITURES						
Operating Expenditures:						
Salaries		637,182	540,025	97,157	85%	515,012
Employee Benefits		250,654	144,929	105,725	58%	167,905
Purchased Services	4,472,852	3,458,195	2,553,081	905,114	74%	2,436,463
Materials and Supplies	-	3,463	2,392	1,071	69%	2,441
Capital Outlay	-	-	-	-		-
Other Expenses:						
Dues and Fees	-	40,000	20,601	19,399	52%	19,782
Subs for ATD	-	-	-	-		-
Claims Expense - Health	47,725,584	43,368,732	38,586,007	4,782,725	89%	27,671,943
Claims Expense - Prescriptions	-	12,790,117	11,148,430	1,641,687	87%	11,724,032
E&O Claims	-	-	-	-		-
Claims Refunds - Health	-	-	-	-		-
Claims Refunds - Prescriptions	-	(1,199,165)	(1,199,165)	-	100%	(156,504)
Total Other Expenses	47,725,584	54,999,684	48,555,873	6,443,811	88%	39,259,253
.						
Total Expenditures	52,198,436	59,349,178	51,796,300	7,552,878	87%	42,381,074
Operating Income (Loss)	(4,737,436)	(11,888,178)	(11,426,628)	461,550		86,868
Transfers In:						
From Special Revenue		7,100,000	7,100,000	-		5,500,000
Change in Net Position	(4,737,436)	(4,788,178)	(4,326,628)	461,550		5,586,868
Net Position, Beginning	8,444,558	8,444,558	8,444,558	-		11,678,999
Net Position, Ending	$ 3,707,122	$ 3,656,380	$ 4,117,930	$ 461,550		$ 17,265,867


Expenditures by Object - Internal Service Funds - Health
Salaries
Employee Benefits
Purchased Services
Capital Outlay
Other Expenses
Employee Benefits 0.28%
Purchased Services 4.93%
Materials and Supplies 0.00%
Salaries 1.04%
Capital Outlay 0.00%
Other Expenses 93.74%
Claims Expense - Health 75.73%
Dues and Fees 0.04%
Claims Refunds -2.35%
Claims Expense - Prescriptions 21.88%
Dues and Fees
Claims Expense - Health
Claims Expense - Prescriptions
Claims Refunds

School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Internal Service Funds - Workers Compensation
For Month Ended April 30, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2022
REVENUES						
Operating Revenues:						
Premium - Employer	$ 2,570,000	$ 2,570,000	$ 2,506,977	$ (63,023)	98%	$ 2,393,002
Total Operating Revenues	2,570,000	2,570,000	2,506,977	(63,023)	98%	2,393,002
Total Revenues	2,570,000	2,570,000	2,506,977	(63,023)	98%	2,393,002
EXPENDITURES						
Operating Expenditures:						
Salaries	-	218,094	139,141	78,953	64%	147,470
Employee Benefits	-	85,313	66,647	18,666	78%	58,918
Purchased Services	624,472	-	-	-		-
Other Expenses:						
Dues and Fees	-	330,336	279,112	51,224	84%	287,228
Claims Expense - Workers' Comp	2,345,000	2,500,000	1,897,850	602,150	76%	1,666,439
Claims Refund	-	(155,000)	(17,544)	(137,456)	11%	(154,475)
Total Other Expenses	2,345,000	2,675,336	2,159,418	515,918	81%	1,799,192
Total Expenditures	2,969,472	2,978,743	2,365,206	613,537	79%	2,005,580
Operating Income (Loss)	(399,472)	(408,743)	141,771	550,514		387,422
Change in Net Position	(399,472)	(408,743)	141,771	550,514		387,422
Net Position, Beginning	2,266,182	2,266,182	2,266,182	-		2,022,148
Net Position, Ending	$ 1,866,710	$ 1,857,439	$ 2,407,953	$ 550,514		$ 2,409,570

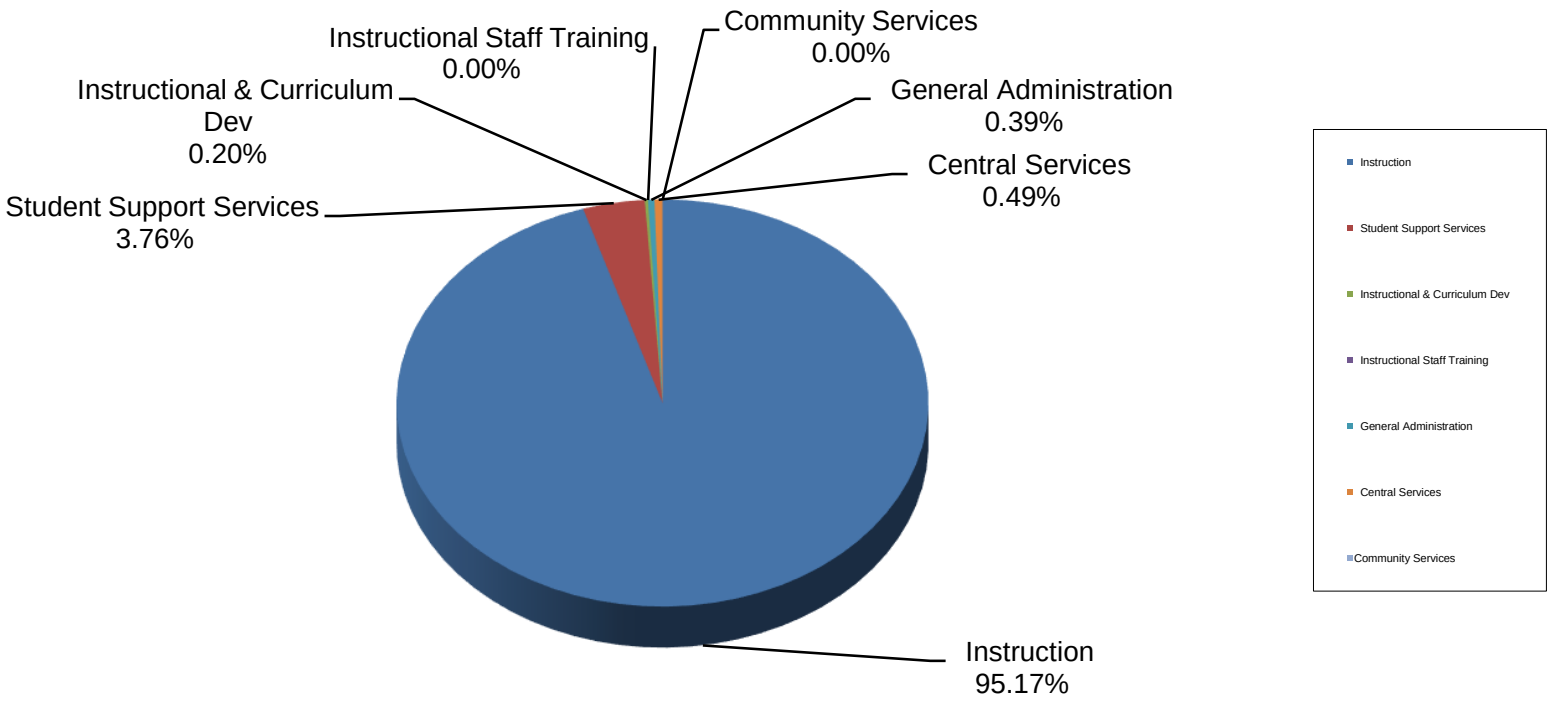
Expenditures by Object - Internal Service Funds
Workers Compensation



School District of Manatee County, Florida
Statement of Revenues, Expenditures, and Changes in Fund Net Position
Trust and Agency Funds
For Month Ended April 30, 2023

	Original Budget	Current Budget	YTD Actual	Under (Over) Collected/ Expended	% of YTD Actual to Current Budget	YTD Actual April 2022
REVENUES						
Miscellaneous Federal Direct:						
Federal Direct	$ 215,000	$ 217,048	$ 214,738	$ (2,310)	99%	$ 211,751
Total Federal Direct	215,000	217,048	214,738	(2,310)	99%	211,751
Local:						
Gifts, Grants, & Bequests	-	41,834	41,834	-	100%	2,661
Financial Aid Fees	256,259	277,191	271,873	(5,318)	98%	267,615
Other Miscellaneous Local Sources	150,000	252,893	259,070	6,177	102%	207,237
Total Local	406,259	571,918	572,777	859	100%	477,513
Total Revenues	621,259	788,966	787,515	(1,451)	100%	689,264
EXPENDITURES						
Instruction	1,500,635	1,627,208	496,617	1,130,591	31%	409,095
Student Support Services	37,876	72,282	19,626	52,656	27%	3,749
Instructional & Curriculum Dev	-	2,328	1,024	1,304	44%	-
Instructional Staff Training	-	-	-	-		72
General Administration	50	15,150	2,022	13,128	13%	-
Central Services	12,804	13,654	2,531	11,123	19%	3,430
Student Transportation Services	-	-	-	-		-
Admin. Technology Services	-	-	-	-		-
Community Services	-	3,500	-	3,500	0%	-
Total Expenditures	1,551,365	1,734,122	521,820	1,212,302	30%	416,346
Change in Net Position	(930,106)	(945,156)	265,695	1,210,851		272,918
Net Position, Beginning	945,156	945,156	945,156	-		600,754
Net Position, Ending	$ 15,050	$ -	$ 1,210,851	$ 1,210,851		$ 873,672

Expenditures by Function - Trust and Agency Funds



SCHOOL BOARD

Chad Choate III
Chair

Cindy Spray
Vice Chair

Mary Foreman
Gina Messenger
Richard Tatem

SUPERINTENDENT

Cynthia Saunders

SCHOOL DISTRICT OF MANATEE COUNTY

MEMORANDUM

DATE: May 26, 2023

TO: Cynthia Saunders, Superintendent

FROM: Rachel Sellers, Deputy Superintendent of Business Services RL

SUBJECT: Certification of Monthly Bank Reconciliation (4/30/2023)

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

Also available (upon request) are the cash ledger and bank statement summaries that support the "book" and "bank" amounts in the reconciliation, and also screenshots, from the PeopleSoft Treasury module, proving that the April 30, 2023 book-to-bank reconciliation has been completed, with $0 variance.

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

AGENDA ITEM NO. 7.1

School Board of Manatee County
June 13, 2023 - Regular Board Meeting

Title
Approval of the Minutes of the May 23, 2023 School Board Meeting, May 26, 2023 School Board Workshop, May 26, 2023 School Board Exempt Cybersecurity Meeting, and June 2, 2023 School Board Workshop

Executive Summary
Approval of the Minutes of the May 23, 2023 School Board Meeting, May 26, 2023 School Board Workshop, May 26, 2023 School Board Exempt Cybersecurity Meeting, and June 2, 2023 School Board Workshop.

Contact
Submitting Department: School Board

Attachments:
May 23, 2023 School Board Meeting Minutes
May 26, 2023 Exempt Board Meeting Minutes
May 26, 2023 Board Workshop Minutes
June 2, 2023 Board Workshop Minutes

Minutes

May 23, 2023

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

Times Indicated Are Approximate

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1) CALL TO ORDER

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

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

2) READING OF THE DISTRICT'S VISION

Minutes: Chair Choate read the District's Vision.

3) COLOR GUARD | MANATEE HIGH SCHOOL

Minutes: The colors were presented by the Manatee High School Junior Reserve Officer Training Corps (JROTC) under the direction of Lieutenant Colonel (Ret) K. Todd Crawford. The Cadets conducting the Color Guard were Cadet Commander Janae Henderson, Ms. Ashley Collette, Ms. Abigail Bailey and Ms. Nicole Bailey.

4) PLEDGE OF ALLEGIANCE

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

5) INVOCATION

Minutes: The invocation was given by Pastor Rick Starrett.

6) INFORMATION ONLY (No Board Action Required)

6.1. Leaves for May 23, 2023

7) APPROVAL OF THE AGENDA

7.1 Agenda Amendments

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

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

Agenda amended on Friday, May 19, 2023, to **amend** attachment *May 10, 2023 School Board Meeting Minutes*.

Agenda amended on Friday, May 19, 2023, to **amend** Executive Summary and **add** attachment *May 16, 2023 School Board Meeting | Selection of Superintendent Minutes* to Approval of Minutes item.

8) APPROVAL OF MINUTES

8.1 Approval of the Minutes of the May 9, 2023 School Board Meeting and Public Hearing, May 10, 2023 School Board Workshop and May 16 Special School Board Meeting | Selection of Superintendent

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

9) STUDENT CELEBRATIONS

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced Ms. Alison Nichols, Interim Director of Elementary Curriculum, to speak about the Math Superstars Competition Winners for the District. The two student winners, not in attendance, were Mr. Treyson Griffin and Ms. Alice Gustek from Freedom Elementary School.

10) RECOGNITIONS

10.1 Congressional Teacher Award Winners

Minutes: Mr. Mike Barber, Director of Communications, Family and Community Engagement, introduced the Congressional Teacher Award Winners. He stated that U.S. Congressman Vern Buchanan of Florida's 16th District selected eight teachers from this area to be given Congressional Teacher Awards for their outstanding achievements on behalf of children. Mr. Barber shared that five of the eight recipients were from Manatee County. They included the following:

- Ms. Lori Catalani - Third-grade teacher at Sea Breeze Elementary School
- Stephanie Wajszczuk –Exceptional Student Education (ESE) teacher at Ballard Elementary
- Kathleen Brown - Math teacher at Braden River Middle School
- Kendall Carrier - Music teacher at Parrish Community High School

- Ann Fleury - Math teacher at Lakewood Ranch High School

Ms. Susannah Morrison from Congressman Buchanan's office was also in attendance.

11) GENERAL PUBLIC COMMENTS (UP TO 30 MINUTES)

Minutes: Public Comment as follows:

1. Carlene Lemley
2. Becky Canesse

12) CONSENT ITEMS

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

Minutes: Public Comment as follows:

1. Heather Felton
2. Drena Green

12.1 Approval of the New Agreement Between the School Board of Manatee County and Park Dental Associates, LLC, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

12.2 Approval of the Renewal Agreement Between the School Board of Manatee County and Pines of Sarasota Healthcare, LLC, d/b/a Pines of Sarasota, for Clinical Experience for Manatee Technical College (MTC) Nursing Students for the 2023-2026 School Years, No Financial Impact

12.3 Approval of the Renewal Agreement Between the School Board of Manatee County and YMCA of Southwest Florida, Inc. d/b/a Lakewood Ranch Branch YMCA, for On-The-Job Training for Exceptional Student Education Students for June 2023 - June 2026, No Financial Impact

12.4 Approval to Apply, Accept, and Expend the Florida Postsecondary Comprehensive Transition Programs (FPCTP) Three-Year Grant for the 2023-2026 School Years, Not to Exceed $300,000.00 Per Year

12.5 Approval to Accept and Expend an Additional $1,263,701.52 into the 2022-2023 IDEA Part B, K-12 Entitlement Roll Forward Funds Amendment for Grant Period Ending June 30, 2023

12.6 Approval to Accept and Expend an Additional $154,438.87 in the 2022-2023 Individuals with Disabilities Education Act (IDEA) Part B, Preschool Entitlement Roll Forward Funds Amendment for Grant Period ending June 30, 2023

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

12.8 Approval of the Reclassified Job Description and Position of Security Officer

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

12.10 Approval to Renew the State of Florida Voluntary Pre-Kindergarten Education Program Provider Contract Between the School District of Manatee County and the Early Learning Coalition of Manatee County for the 2023-2024 School Year, No Financial Impact

12.11 Approval to Purchase Neurosequential Model of Education Program, SDMC No. 24-0035-BS, Continued Procurement with Vendor, Estimated in the amount of $65,000.00

12.12 Approval to Purchase Dual Enrollment College Programs and Articulation Agreements, SDMC No. 24-0034-BS, Continued Procurement with Vendors, Estimated in the Amount of $700,000.00

12.13 Approval of Sole Source to Purchase Acoustical Soundproofing Panels with Related Services, SDMC No. 24-0027-MR, Continued Procurement with Vendor, Estimated in the Amount of $200,000.00

12.14 Approval to Renew Smartsheet Subscription, SDMC No. 24-0039-RG, Continued Procurement with Vendor, Estimated in the Amount $65,000.00

12.15 Approval of the Continued Purchase of LightSpeed Relay Filter Subscription, SDMC No. 24-0010-RG, in the Amount of $180,000.00

12.16 Approval to Purchase and Continue Legal Services for Fiscal Year 2023-2024 from Sniffen & Spellman, PA, SDMC No. 24-0012-RG, Estimated in the Amount of $65,000.00

12.17 Approval of Parrish Community High School Classroom Addition - Agreement Between Owner and Bureau Veritas North America, Inc. - Building Official Services, in the Amount of $104,200.00

12.18 Approval of Matzke Support Center - Permanent Utility Easement 10 foot, No Financial Impact

12.19 Approval of Lakewood Ranch High School - Classroom Addition - Agreement Between Owner and Hepner Architects, Inc., Amendment 1, in the amount of $122,422.00

12.20 Approval of Authorization to Negotiate Construction Management At-Risk Services CM East County K-8, No Financial Impact

12.21 Approval of Contracts to Provide Meal Services for Students and Adults to Just for Girls for the 2023-2024 School Year

13) NEW BUSINESS (DISCUSSION ITEMS PULLED FROM CONSENT)

14) PUBLIC COMMENT FOR NEW BUSINESS ITEMS

Minutes: There were no requests for Public Comment.

15) NEW BUSINESS (NON-CONSENT ITEMS)

15.1 Approval of Adoption of Categorical Flexible Spending Resolution 2023-03

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

Minutes: Superintendent Saunders explained the Resolution to the Board. The Board asked questions and held discussion.

Board Member Messenger noted the Categorical itemizations would be removed next year. She also stated that the Districts' Lobbyists provide the Board with an update about the coming changes.

Superintendent Saunders and Ms. Rachel Sellers, Deputy Superintendent of Business Services, noted the many financial safeguards and processes the District has in place, and answered additional questions from the Board.

15.2 Approval to Renew the Substitute Teaching Employment Services for the 2023-2024 School Year, 21-0046-RG, Continued Procurement with Vendor, Estimated in the Amount of $4,250,000.00

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

Minutes: Vice-Chair Spray spoke in support of the renewal of the substitute contract.

Following a question posed by Board Member Tatem, Superintendent Saunders explained the teacher compensation when a substitute is not available to fill an absence, and the teachers had to cover the extra classroom students.

15) NEW BUSINESS (NO SUPERINTENDENT RECOMMENDATION)

15.1 Approval of Travel Expense Associated with the School Board Member's Attendance at the FSFOA Conference June 13-16, 2023, at the Hilton St. Petersburg Bayfront, St. Petersburg, FL, Not to Exceed $750.00

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

Minutes: The Board requested an update following the event. Mrs. Foreman agreed to provide a report following the Florida School Finance Officers Conference.

15.2 Approval of Travel Expense Associated with the School Board Members' Attendance at FSBA-FADSS Annual Summer Conference June 7-9, 2023, at the Grand Hyatt Tampa Bay, FL, Not to Exceed $3,700.00

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

Minutes: The Board requested an update after the annual conference, The attending Board Members agreed to give an update after the conference.

15.3. Acceptance of the Resignation of Audit Committee Chairperson, Dr. Susan Agruso Effective July 1, 2023

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

Minutes: Board Members thanked Dr. Susan Agruso, Chair of the Audit Committee, for her eight years of volunteer service on the Audit Committee.

16) WORKSHOP ITEM REQUESTS

Minutes: Chair Choate requested to have the Florida School Boards Association (FSBA) Master Board Training with the new Superintendent as soon as possible after his start.

It was requested by the Board to have Dr. Susan Agruso, Chair of the Audit Committee give an Audit Committee Report 29 June 2023. Dr. Agruso agreed.

17) CONTINUED PUBLIC COMMENT (IF NECESSARY)

Minutes: There were no requests for Public Comment

18) UPDATES

LEGAL UPDATE

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

New Litigation - noted he would soon be presenting a Social Media Attorney Agreement for new litigation.

North River School Site – stated the site will complete the purchase in June, pending infrastructure completion.

New Superintendent – shared that negotiations with Dr. Jason Wysong are in process.

OPERATIONS UPDATE

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

Annual Free Food Service Meals – stated the state-wide program begins May 30, 2023 and encouraged the public to visit manateeschoolfood.net for more information about the free summer meal program.

Job Fair for Teachers and Paraprofessionals – spoke regarding upcoming job fairs.

MTC Graduations – shared the upcoming graduations for Manatee Technical College (MTC) would be held June 26-29, 2023.

19) SUPERINTENDENT REMARKS | INSTRUCTIONAL UPDATE

Minutes: Superintendent Cynthia Saunders updated the Board on the following:

Exams and Half-days – stated that all District schools have half-days the last three days of school.

Bus Driver Sendoff – spoke regarding the tradition of the Administrative staff of the District to wave thanks to bus drivers as they leave for the last day of the school year. She noted the even would be at Matzke on May 26, 6:00 AM.

Last day of School for Teachers – noted May 30 is the last day for teachers District-wide.

Parrish Community High School Frozen - noted the performance of Disney's High School Adaption of Frozen, received 10 nominations and 6 awards.

20) BOARD COMMENTS

Board Member Tatem

Graduation - noted attendance at all graduations.

Safety – stated encouragement to remain safe during the summer.

Board Member Foreman

Graduation – Congratulated to every graduate.

Teachers – noted the need for discussion about teacher retention.

Dive into Reading Program – stated the annual program starts in June this year.

Board Member Messenger

Graduation – noted the high school graduation ceremonies were joyful events.

Thank You – stated her sincere thanks to every District employee for their hard work year long.

Vice-Chair Spray

Retirements – Noted the many retirements; and expressed thanks to each retiree for their years of service.

Graduation – Expressed congratulations to each graduate.

Thank You – stated her thanks to the athletic departments for helping at graduation.

Dr. Agruso – thank you to Dr. Susan Agruso for her many years of guidance to the District and Committees.

Chair Choate

Thank you – stated his thanks to all teachers and District staff for another great year.

Board – thanked the board and noted a local article commending the Superintendent Search.

Last week of School – wished all students good luck as they finished the last week of school.

21) ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Meeting at 6:32 PM.

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

NOTICE

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

Minutes

May 26, 2023

Exempt Shade Meeting-11:30 AM
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34205
www.manateeschools.net

Times Indicated Are Approximate

Attendee Name	Status
Cynthia Saunders, Superintendent Doug Wagner, Deputy Superintendent of Operations Gina Messenger, Board Member Mary Foreman, Board Member Stephen Dye, School Board Attorney Chad Choate, Chair Cindy Spray, Vice Chair Richard Tatem, Board Member	Present

CALL TO ORDER

Minutes: Chair Choate called the meeting to order at 11:33 AM.

EXEMPT SHADE MEETING

1. Exempt Shade Meeting

Minutes: Chair Choate announced that the School Board would now hold an exempt Shade Meeting regarding Cybersecurity. Pursuant to section 282.318 and 286.0113, and 286.011 Florida Statutes the Shade Meeting was closed to the public.

Attending the Shade Meeting were School Board Members Mary Foreman, Chad Choate, Gina Messenger, Cindy Spray and Richard Tatem; Cynthia Saunders, Superintendent of Manatee County Schools; Stephen Dye, School Board Attorney; Doug Wagner, Deputy Superintendent of Operations; Scott Hansen, Chief Technology Officer; Laura Cox, School Board Agency Clerk; Serge Jorgensen, of Sylint; Joe Coupe, Supervisor, IT and Bill Kelley, Director of Risk Management.

Following the exempt Shade Meeting, the School Board will reconvene in public to close the exempt Shade Meeting.

Chair Choate asked everyone not listed to leave and closed the Meeting to the public at 11:33 AM. All public address (P.A.) and recording devices were turned off.

Chair Choate opened the Meeting to the public at 12:57 PM to close the Exempt Shade Meeting.

ADJOURNMENT

Minutes: There being no further business to come before the Board, Chair Choate adjourned the Exempt Shade Meeting at 12:57 PM.

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

NOTICE

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

Minutes

May 26, 2023

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

Times Indicated Are Approximate

I) CALL TO ORDER

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

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

II) PUBLIC COMMENTS

Minutes: There were no requests for public comment.

III) WORKSHOP

1. Environmental Inspection Results for Manatee Technical College (MTC) Aviation Mechanics Airframe and Powerplant Maintenance Training and Education Program Lease Site

Minutes: Mr. Mike Pendley, Executive Planner, utilized the attached presentation and spoke regarding the Environmental Inspection Results of the Phase Two testing at the aviation mechanics airframe and powerplant maintenance training and education program lease site.

The Board asked questions and held discussion. Questions were answered by Mr. Pendley and Mr. Ken Caldwell, consultant from GHD Consulting.

Mr. Pendley introduced Mr. Mike Piccolo, President of the Sarasota International Airport. Mr. Piccolo stated that the location at the Sarasota International Airport is a clean site, referring to the phase two testing that was completed. He discussed the importance of creating local opportunities for aviation. Board Member Tatem inquired about the timeline; Mr. Piccolo stated it would take about two years from groundbreaking until students were in seats.

Superintendent Saunders stated that a groundbreaking in June would be ideal. Chair Choate agreed and recommended starting this project as soon as possible. Board Member Foreman stated she was in favor of adding the career program to Manatee Technical College (MTC).

Vice-Chair Spray mentioned the lease abatement as part of the leasing terms and asked about the rent after the period. Mr. Piccolo answered Board questions.

Board Member Messenger thanked Mr. Pendley and Mr. Piccolo for transparency and due diligence in the process of finding a school site. She noted her support for the site and program.

Chair Choate called for a brief recess at 9:54 AM and reconvened at 10:04 AM.

2. Elementary, Middle and High School Staffing Plans for the 2023-2024 School Year

Minutes: Superintendent Saunders updated the board regarding the Elementary, Middle, High School and District Staffing Plans for the 2023-2024 School Year. Included in the update were the following:

- Student Enrollment Trends
- School Staffing Plan
- Elementary School Staffing Model - Based on Formula
    - 2023/2024 Elementary School Staff Allocations
- Middle School Staffing Model - Based on Formula
    - 2023-2024 Middle School Staff Allocations
- High School Staffing Model - Based on Formula
    - 2023-2024 High School Staff Allocations

After a question by Board Member Messenger, the Board discussed Exception Student Education (ESE) class size. Superintendent Saunders stated the size of ESE classes is determined by student needs and ESE supports required of students. She noted the District is actively seeking employees with ESE Certifications.

Superintendent Saunders continued with the presentation and discussed the following:

- Highlights of the Staffing Plan
- School Level Model - Harvey Elementary
- School Staffing Plan - Cost Estimates

The School Board held discussion and Superintendent Saunders answered the questions posed. She introduced Ms. Rachel Sellers, Deputy Superintendent of Business Services. Ms. Sellers continued the presentation and provided information regarding the following:

- Instructional Division
- Operations Division
- Business Services Division

Ms. Sellers presented the organization chart for each division and provided a summary of instructional staffing changes.

The Board asked questions and held discussion regarding the General Fund cost changes due to the staffing plan. Ms. Sellers and Superintendent Saunders answered the questions posed by the board.

IV) ADJOURNMENT

Minutes: Chad Choate adjourned the Workshop at 11:26 AM.

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

NOTICE

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

Minutes

June 2, 2023

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

Times Indicated Are Approximate

I) CALL TO ORDER

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

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

II) AGENDA AMENDMENTS

1. Agenda Amendments

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

Agenda amended on May 30, 2023 to **add** Workshop item, *Discussion of New Superintendent Contract.*

Agenda amended on June 6, 2023 to **update** Workshop item attachment, Overview of the Capital Budget, *2023 Capital Presentation Board Workshop 6.2.23.*

III) WORKSHOP

1. Overview of the Capital Budget

Minutes: Mr. Joseph Ranaldi, Chief Operations Officer, utilized the attached presentation to update the Board on the proposed Capital Budget.

He discussed the following topics:

- 2023-2024 thru 2027-2028 5-Year Capital Plan

- Projected Growth
- Jacobs Report FCI Priorities
- Capital Budget Breakdown
- Transfers & Debt Service Expenditures

The Board held discussion and asked questions. Mr. Mike Pendley, Executive Planner, Mr. Ranaldi, and Superintendent Saunders answered. Board Member Foreman requested the District add the renovation of the sports restroom facility at Palmetto High School as a project in this five-year Capital Plan. Mr. Ranaldi noted he would add it.

Ms. Rachel Sellers, Deputy Superintendent of Business Services, continued with the Capital Budget Overview to include the following topics:

- Revenues
  - 2023-2024 thru 2027-2028 5 Year Capital Plan
  - Local Revenue

The Board continued discussion and asked additional questions regarding the proposed revisions and changes.

Chair Choate called a short recess at 10:39 AM and reconvened the Workshop at 10:49 AM.

2. Proposed Changes to the Code of Student Conduct Policy for the 2023-2023 School Year

Minutes: Mr. George Schrier, Director of Student Services, presented the 2023-2024 Code of Student Conduct Proposed Revisions. Included in the presentation were the following:

- Formatting and Editing Changes
- Student Code of Conduct Update Process
- Changes Pursuant to Legislation
- Next Steps

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

Board Member Tatem requested Mr. Schrier provide a quarterly summary of the data compiled by discipline in the District. Board Member Tatem voiced his concern with verbiage within the Code of Conduct. Mr. Stephen Dye, School Board Attorney, noted that he would research and respond directly to Board Member Tatem about his query. Board Member Tatem also requested that the term 'due care will be taken' be added regarding disposition of student property due to confiscation of items at school.

Mr. Willie Clark, Director of Secondary Education, Mr. Schrier, and Superintendent Saunders provided information to the Board. Superintendent Saunders noted the legal responsibility of the School District to provide and define clear boundaries and repercussions for the students as a guardian would ('Loco Parentis').

Board Members requested definitions for abbreviations and acronyms to be added to the document. Board Members gave Mr. Schrier and Mr. Dye requests to amend within the presentation and the Code of Conduct before the changes go into effect. Both Mr. Schrier and Mr. Dye noted the changes would be updated.

A recess was called by Chair Choate at 12:49 PM. Chair Choate reconvened the Workshop at 12:57 PM.

3. Presentation of the Proposed Changes to the Student Progression Plan for the 2023-2024 School Year

Minutes: Ms. Shannon Fleming, Director of Secondary Curriculum, presented the proposed changes to the Student Progression Plan (SPP). Included in the presentation were:

- SPP Update Process
- Formatting & Editing Changes
- Changes Pursuant to Legislation
- Next Steps

The School Board Members asked questions and held discussion.

4. Discussion of New Superintendent Contract

Minutes: Mr. Steven Dye, School Board Attorney, summarized the process of creating the contract and getting it signed by the New Superintendent, Dr. Jason Wysong. The Board held discussion.

Board Member Foreman exited the Workshop at 1:55 PM.

IV) PUBLIC COMMENTS

Minutes: Public Comment as follows:

1. Charlie Kennedy

V) ADJOURNMENT

Minutes: Chair Choate adjourned the Workshop at 2:15 PM.

_____ _____

Cynthia Saunders, Ex Officio Secretary
and Superintendent of Schools

Chad Choate, III
Chairman

NOTICE

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

AGENDA ITEM NO. 8.1

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Parrish Community High School Softball State Champions

Executive Summary
The School Board recognizes the Parrish Community High School Softball team and Head Coach Erin Spivey for winning the Class 5A-State Championship. The championship was the first-ever team state title in school history. Parrish Community High opened its doors to students in August 2019.

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. 11.1

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Accept Donation of Boat and Trailer for Manatee Technical College

Executive Summary
Manatee Technical College has received a generous donation of a 2003 Steiger Craft boat and a 2003 Performance boat trailer from Gahagan & Bryant Associates, Inc. for use in the Marine Service program.

2003 Steiger Craft 24'-8"
S/N# PSW25454K203
Estimated value $10,000

2003 Performance Boat Trailer 25'
S/N: 40ZBA24283P101490
Estimated value: $1,000

A copy of the donation form is attached for review.

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

Financial Transparency & Capital Planning | Goal 1
Maximize all district resources to enhance the learning environment and ensure financial sustainability.

Inclusive Culture & Engagement | Goal 4
Enhance parent and community engagement.

Recommendation
The Superintendent recommends approval to accept donation of boat and trailer for Manatee Technical College.

Financial Impact
There is no cost to the General Fund. The amount of $11,000 will be added to the District's property records.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
MTC Donation Form-Boat
Boat Donation Packet

THE SCHOOL DISTRICT OF MANATEE COUNTY, FL
DONATION FORM

SCHOOL/DEPT _MTC Main/Marine_____ COST CENTER_0211_____

Type of Donation: ☐ Cash $_____ ☑ Property

DESCRIPTION OF DONATION (Make, Model, Year/Age, Color)	Serial No.	Donation Fair Market Value	New or Used (N/U)
2003 25' Steiger craft/ white	PSW2545K203	$10,000	U
2003 25' Performance Boat Trailer	40ZBA24283P101490	$1,000	U
		$	
		$	
		$	

Contributions made to the School District of Manatee County are deductible under section 170 of the Internal Revenue Service Code if exclusively for public purpose.

I affirm that this property is being legally donated without any liens, debts or riders.

Donor's Signature: zack lewis Date: 05/09/2023

Donor's Name: Gahagan & Bryant Associates

Address: 3802 West Bay to Bay Blvd.

City, State, Zip: Tampa, Fl, 33629

Signature of person receiving goods: _____ Date: _____

Administrator Approval Signature: Valerie Viands Digitally signed by Valerie Viands Date: 2023.05.10 11:31:59 -04'00' Date: _____

If a value is established at the current fixed asset threshold of $5,000 or more, email completed form to Property Records Supervisor. These items require Board acceptance. If value is below the fixed threshold, keep on file at your site.

FOR PROPERTY RECORDS USE ONLY

Board Approval Yes ☐ Date _____ No ☐ N/A ☐

Property Record Number: _____

Gahagan & Bryant Associates, Inc.
3802 W. Bay-to-Bay Blvd. Suite B-22
Tampa, Florida 33629
(813) 831-4408 Fax (813) 831-4216
www.gba-inc.com

GBA
ENGINEERS ★ SURVEYORS

May 15, 2023

Manatee Technical College
6305 State Road 70 East
Bradenton, FL 34203

RE: Donation of one (1) 2003 Steiger Craft 24'8" vessel ID# PSW25454K203
Donation of one (1) 2003 Performance Trailer ID# 40ZBA24283P101490

The equipment conveyed herein has been donated "As Is' "Where Is" and seller makes no warranty or representation, express of implied, as to the design, operation or condition of, or as to the quality of the material or workmanship in such equipment. Title for Steiger Craft attached; title for Performance Trailer available electronically through FL DMV.

Two (2) 2003 Suzuki engines will be sold separately to Manatee Technical College.

IN WITNESS WHEREOF, Seller has authorized this donation effective May 15, 2023.

By: _____
Grady T. Bryant, President

State of FLORIDA
County of HILLSBOROUGH

Sworn and Subscribed to me this **15th** day of **May** 2023.

_____
(Notary)

Commission Expires **January 5, 2027**

MICHELLE JONAS
Notary Public-State of Florida
Commission # HH 346412
My Commission Expires
January 05, 2027

GBA
ENGINEERS ★ SURVEYORS

ACKNOWLEDGEMENT OF GIFT

Manatee Technical College, 6305 State Road 70 West, Bradenton, Florida 34203 hereby acknowledges receipt of:

Equipment type: Vessel & Trailer

Make: Steiger Craft & Performance Trailer

Year of Manufacture: 2003 (both)

Equipment ID #: PSW25454K203 / 40ZBA24283P101490

Other ID #: n/a

Condition: New _____ Used X

The donor of this gift is:

Name: Gahagan & Bryant Associates, Inc.

Address: 3802 W Bay to Bay Blvd, Ste B22, Tampa, FL 33629 | PO Box 18505, Tampa, FL 33679

City: _____ State: _____ Zip: _____

It is the intent and plan of Manatee Technical College to use the equipment for students training.

Dated this _____, day of _____, 20_____,

Manatee Technical College

By: _____

Title: _____

STATE OF FLORIDA

Mail Lien Satisfaction to: Dept of Highway Safety and Motor Vehicles, Neil Kirkman Building, Tallahassee, FL 32399-0500

A05588

53

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
PSW25454K203	2003	PSW	VS	24' 8"	FL3614MD	87531264

Registered Owner:

GAHAGAN & BRYANT ASSOCIATES INC
3802 W BAY TO BAY BLVD STE B22
TAMPA FL 33629-6826

Date of Issue 04/14/2015

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

IMPORTANT INFORMATION
1. When ownership of the vehicle described herein is transferred, the seller MUST complete in full the Transfer of Title by Seller section at the bottom of the certificate of title.
2. Upon sale of this vehicle, the seller must complete the notice of sale on the reverse side of this form.
3. Remove your license plate from the vehicle.
4. See the web address below for more information and the appropriate forms required for the purchaser to title and register the vehicle, mobile home or vessel: http://www.hsmv.state.fl.us/html/titlinf.html

Mail To:

GAHAGAN & BRYANT ASSOCIATES INC
3802 W BAY TO BAY BLVD STE B22
TAMPA FL 33629-6817

LIEN SATISFACTION

CERTIFICATE OF TITLE

Identification Number	Year	Make	Body	WT-L-BHP	Vessel Regis. No.	Title Number
PSW25454K203	2003	PSW	VS	24' 8"	FL3614MD	87531264

Prev State	Color	Primary Brand	Secondary Brand	No of Brands	Use	Prev Issue Date
FL					VESSEL	02/20/2004

Odometer Status or Vessel Manufacturer or OH use	Hull Material	Prop	Date of Issue
AVS LAMINATES	FBGLSS	OUTBRD	04/14/2015

Lien Release
Interest in the described vehicle is hereby released
By_____
Title_____
Date_____

Registered Owner

GAHAGAN & BRYANT ASSOCIATES INC
3802 W BAY TO BAY BLVD STE B22
TAMPA FL 33629-6826

1st Lienholder

NONE

DIVISION OF MOTORIST SERVICES TALLAHASSEE FLORIDA DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Clayton B. Walden
Director

Control Number 119851775

Terry L. Rhodes
Executive Director

VOID IF ALTERED

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

Federal and/or state law require that the seller state the milege, purchaser's name, selling price and date sold in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted to be free from any liens except as noted on the face of the certificate and the motor vehicle or vessel described is hereby transferred to:

Seller Must Enter Purchaser's Name: MANATEE TECHNICAL College Address: 6305 SR 70W BRADENTON FL

Seller Must Enter Selling Price: Seller Must Enter Date Sold: MAY 15 2023

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads |_|_|_|_|_|_| X | (no tenths) miles, date read _____ and I hereby certify that to the best of my knowledge the odometer reading:

☐ 1. reflects ACTUAL MILEAGE. ☐ 2. is IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. is NOT THE ACTUAL MILEAGE.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

SELLER Must Sign Here: _____ CO-SELLER Must Sign Here: _____

Print Here: GRADY T. BRYANT Print Here: _____

Selling Dealer's License Number: _____ Tax No.: _____ Tax Collected: _____

Auction Name _____ License Number: _____

PURCHASER Must Sign Here: _____ CO-PURCHASER Must Sign Here: _____

Print Here: _____ Print Here: _____

NOTICE: PENALTY IS REQUIRED BY LAW IF NOT SUBMITTED FOR TRANSFER WITHIN 30 DAYS AFTER DATE OF PURCHASE

HSMV 82250 (REV. 10/12) STATE OF FLORIDA

VOID IF ALTERED

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES - DIVISION OF MOTORIST SERVICES

SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE
www.flhsmv.gov/offices/

Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

☑ Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.

☐ Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Motor Vehicle, Mobile Home, Off- Highway or Vessel Description

Year	Make/Manufacturer	Body Type	Model	Color
2003	PSW	VS		

Certificate of Title Number	Vehicle/Vessel Identification Number
87531264	PSW25454K203

I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:

Print Name(s) of Purchaser(s)
Manatee Technical College

Address	City	State	Zip Code
6305 State Road 70 West	Bradenton	FL	34203

Date of Sale	Selling price
5/16/23	$ donation

2. Odometer Disclosure Statement (Required For a Motor Vehicle)

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

WE STATE THAT THIS MOTOR VEHICLE'S ☐ 5 DIGIT OR ☐ 6 DIGIT ODOMETER NOW READS ☐☐☐,☐☐☐.xx (NO TENTHS) MILES, DATE READ _____/_____/_____, AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING:

☐ 1. REFLECTS THE **ACTUAL MILEAGE.** ☐ 2. IS **IN EXCESS OF ITS MECHANICAL LIMITS.** ☐ 3. IS **NOT THE ACTUAL MILEAGE.**

Affidavit (When applicable):

3. Certification

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature	Seller's Printed Name	Date
Vernon R. Bryant	Gahagan & Bryant Associates, Inc.	5/15/2023

Seller's Address	City	State	Zip Code
3802 W Bay to Bay Blvd, Ste B22	Tampa	FL	33629

Co-Seller's Signature (when applicable)	Co-Seller's Printed Name (when applicable)	Date

Co-Seller's Address (when applicable)	City	State	Zip Code

Purchaser's Signature	Purchaser's Printed Name	Date

Co-Purchaser's Signature (when applicable)	Co-Purchaser's Printed name (when applicable)	Date

✱ **OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.**

Check your local phone book government pages or visit the following website for current mailing addresses: http://www.flhsmv.gov/offices/

STATE OF FLORIDA
DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES - DIVISION OF MOTORIST SERVICES

SUBMIT THIS FORM TO YOUR LOCAL TAX COLLECTOR OFFICE
www.flhsmv.gov/offices/

Notice of Sale and/or Bill of Sale for a Motor Vehicle, Mobile Home, Off-Highway Vehicle or Vessel

☑ Notice of Sale (Seller must complete sections 1 & 3). The purchaser's signature in section 3 is optional.

☐ Bill of Sale (Seller and purchaser must complete sections 1, 2 (when applicable) & 3).

1. Motor Vehicle, Mobile Home, Off- Highway or Vessel Description

Year	Make/Manufacturer	Body Type	Model	Color
2003	Performanc	Trailer		Aluminum

Certificate of Title Number	Vehicle/Vessel Identification Number
	40ZBA24283P101490

I/we do hereby sell or have sold and delivered the above described motor vehicle, mobile home, off-highway vehicle or vessel to:

Print Name(s) of Purchaser(s)
Manatee Technical College

Address	City	State	Zip Code
6305 State Road 70 West	Bradenton	FL	34203

Date of Sale	Selling price
5/16/23	$ donation

2. Odometer Disclosure Statement (Required For a Motor Vehicle)

Federal and State law requires that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

WE STATE THAT THIS MOTOR VEHICLE'S ☐ 5 DIGIT OR ☐ 6 DIGIT ODOMETER NOW READS ☐☐☐,☐☐☐.xx (NO TENTHS) MILES, DATE READ _____/_____/_____, AND WE HEREBY CERTIFY THAT TO THE BEST OF OUR KNOWLEDGE THE ODOMETER READING:

☐ 1. REFLECTS THE ACTUAL MILEAGE. ☐ 2. IS IN EXCESS OF ITS MECHANICAL LIMITS. ☐ 3. IS NOT THE ACTUAL MILEAGE.

Affidavit (When applicable):

3. Certification

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Seller's Signature	Seller's Printed Name	Date
Vernon R. Bryant	Gahagan & Bryant Associates, Inc.	5/15/2023

Seller's Address	City	State	Zip Code
3802 W Bay to Bay Blvd, Ste B22	Tampa	FL	33629

Co-Seller's Signature (when applicable)	Co-Seller's Printed Name (when applicable)	Date

Co-Seller's Address (when applicable)	City	State	Zip Code

Purchaser's Signature	Purchaser's Printed Name	Date

Co-Purchaser's Signature (when applicable)	Co-Purchaser's Printed name (when applicable)	Date

✱ **OWNERSHIP STATUS FOR THE ABOVE DESCRIBED MOTOR VEHICLE, MOBILE HOME, OFF-HIGHWAY VEHICLE OR VESSEL WILL NOT CHANGE UNTIL THE PURCHASER APPLIES FOR AND IS ISSUED A CERTIFICATE OF TITLE.**

Check your local phone book government pages or visit the following website for current mailing addresses: http://www.flhsmv.gov/offices/

AGENDA ITEM NO. 11.2

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Request to Declare Surplus and Demolish Portable 147 at a Cost of $12,200.00

Executive Summary
Portable 147 is located on property that constitutes part of the Braden River High School campus, 6545 SR 70 East, Bradenton, Fl. Portable 147 has been deemed unsatisfactory/unsafe for use as classroom, office space or storage. The cost for the District to renovate/repair or relocate would exceed the current value and it is recommended the unit be taken out of service. Portable 147 will be removed from the site and demolished off District property.

The portable is listed in the property records as follows:
Port-147 Portable, Storage 48 x 31
Acquired January 1, 1975
Acquisition cost $30,213.39 (Net Book Value $0)

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

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

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

Recommendation
The Superintendent recommends approval of request to declare surplus and demolish portable 147 at a cost of $12,200.00.

Financial Impact
Portable 147 is fully depreciated. The cost to remove and demolish the portable is $12,200.00 and is included in the Maintenance, Operations and Central Distribution approved Capital plan budget for fiscal year 2022-2023.

Contact
Submitting Department: Property Records/Records Management
Initiated By: Scott Hansen

Attachments:
Portable 147

School Board of Manatee County

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

* * *

SCHOOL BOARD

JANUARY 17, 20223

William Farmer
Supervisor of Buildings Maintenance
1 Matzke Way
Bradenton FL34208

Re: Portable 147, DCA# E288915 located at U of F Property

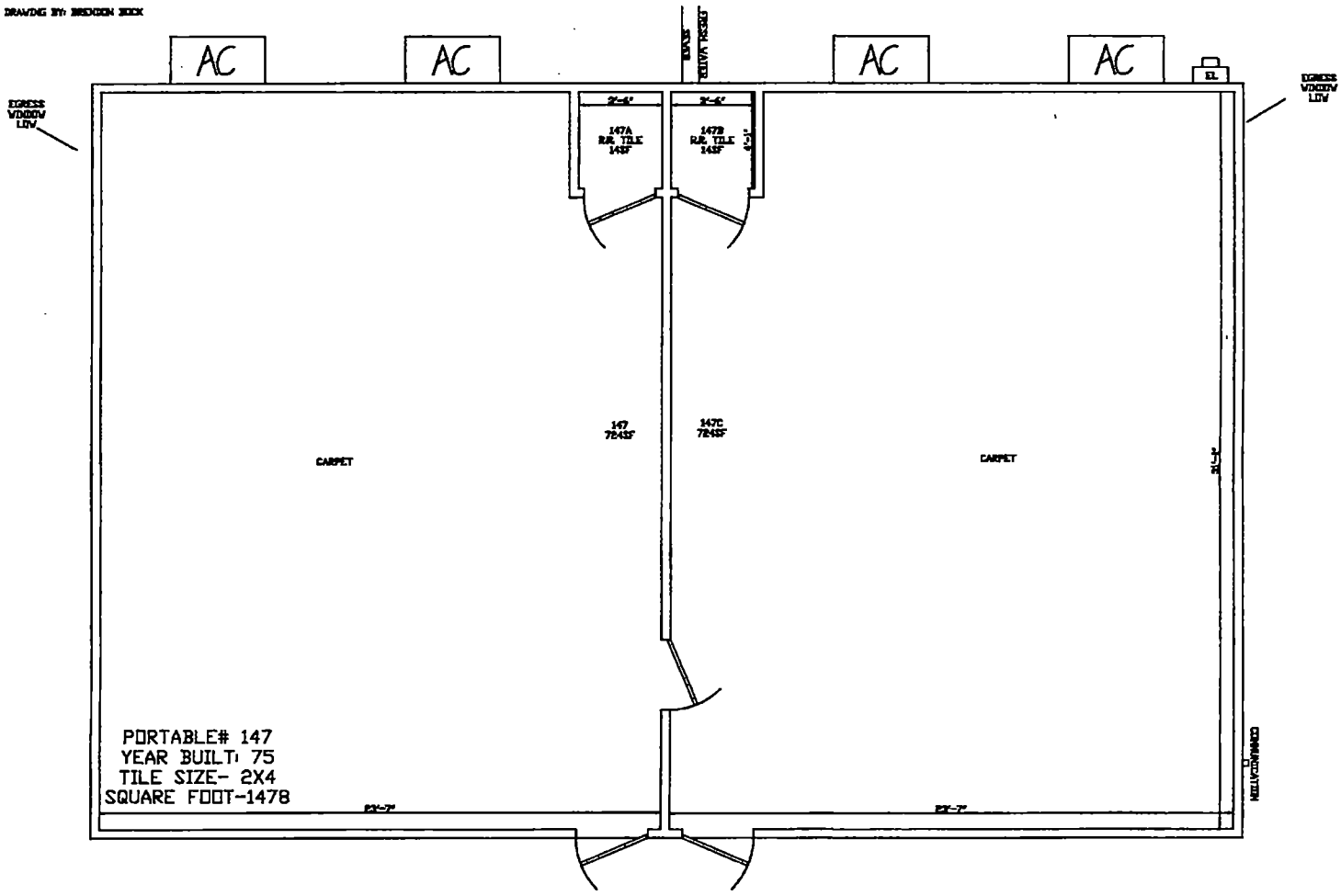
Bill, per your request of 1/17/23, I inspected portable 147-located at U of F Property. This unit is a 1975 48' x 31' Type 5 construction Classroom Building, being used as a storage building. My inspection revealed the following.

1) The exterior siding has wood rot in several places.
2) The exterior doors and hardware need replaced due to age of doors.
3) The lighting not working
4) The interior floor is in need of replacement.
5) The roof is leaking and needs to be replaced
6) The building has an odor.
7) HVAC not working

I would recommend that this unit be demolished and taken out of service with the District. The District would be best served by not spending any funds on this unit to bring it up to current code compliance.

Respectfully Submitted

Michael Horsley
Project Manager
Capital Building Construction
Manatee County Schools


AC
AC
AC
AC
EL
CARPET
CARPET
PORTABLE# 147
YEAR BUILT: 75
TILE SIZE- 2X4
SQUARE FOOT-1478

MAINTENANCE ORDER FORM FOR
MATERIALS AND EQUIPMENT

DATE: 1/17/2023 **EMERGENCY:** YES or NO

DEPARTMENT: Buildings Maintenance

INDIVIDUAL MAKING REQUEST: Michael A Horsley

VENDOR NAME//QUOTED BY: R.E. Johnson & Sons Inc./Kyle Johnson

QUOTE ATTACHED: YES or NO

PART OF THE 5YR CAPITAL PLAN: YES or NO

QUANTITY	PART#	DESCRIPTION OF MATERIALS	UNIT COST	TOTAL PRICE
1		Off site demo . Portable# 147	$12,200	$12,200.00
1				
		TOTAL		$12,200.00

CHART FIELD: 3951200700 468201

AREA, SCHOOL& WORK ORDER # U of F / W.O.# 96946

COMMENTS:

SUPERVISOR SIGNATURE/DATE:

REJ

R. E. Johnson & Son, Inc.
dba Johnson Housemovers
(Since 1949)

Proposal
01/17/2023

School District of Manatee County
Maintenance and Operations
1 Matzke Way
Bradenton, FL 34208

Attn: Michael Horsley

Proposal# 2023-2
Portable Removal at U of F Property

Remove 36'x48' building from U of F property. We will remove all debris incorporated with the building and demolish building offsite.

$12,200.00

Total $12,200.00

1/17/23

Should you have any questions, please feel free to contact us.

Kyle Johnson
941-737-6912
Johnson Housemovers

Required by our insurance company
OWNER agrees to indemnify and save MOVER harmless and free from any claim of damage, loss or any liability of any kind or nature whatsoever for which the MOVER is not insured (**including deductibles and maximum limits of insurance**) including, but not limited to, any loss of use of the BUILDING or other property by OWNER and other consequential damages arising out of or in any manner connected with any acts of the MOVER, his agents, servants, or employees while in and upon any premise, while moving any BUILDING or other property of the OWNER, regardless of the manner in which the same may happen or occur It is also understood that this indemnity shall apply to the BUILDING or any contents contained in the BUILDING regardless of the manner of which same may be caused It is further understood that this indemnity includes and is intended to cover any claims of damage by third persons, parties, fire, flood, or any acts of God This indemnification and hold harmless agreement is executed to induce the MOVER to enter into this contract

6470 Jim Davis Road
Parrish Florida 34219

JohnsonHousemoving.com

941-776-2632
Fax 941-776-5312

AGENDA ITEM NO. 11.3

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval for Request to Declare Surplus and Donate District Vehicles

Executive Summary
The purpose of this request is for schools and departments that have reported various items as obsolete, traded in on new equipment, unaccounted for, used for parts, or stolen, and have requested the times be disposed of School Board of Manatee County Policy No 7320 - Sale, Transfer or Disposal of Real or Tangible Personal Property, outlines the procedures to be followed in the acquisition, supervision, accountability, control, transfer, and disposal of the District's property.

Items are declared surplus in order to remove them from inventory accountability at the present cost center and dispose of them as provided for in Florida Statute 274. Disposition may involve any of the following: sale by public auction, sale or transfer to another governmental entity, scrap for reusable parts, recycled, donation to a School Board designated receiver or abandonment at a public landfill. These vehicles are obsolete and may be donated in the future.

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 for request to declare surplus and donate District Vehicles.

Financial Impact
All property is fully depreciated. **There is no financial impact.**

Contact
Submitting Department: Transportation and Vehicle Maintenance Department
Initiated By: Jamie Warrington

Attachments:
Bus Disposal - 6-13-23
Request for Bus Property Disposal

Bus Disposals - 6-13-23

Unit No.	Model Year	Manufacturer	Vehicle Information	VIN	Capacity	Engine	Trans	Mileage	Reason	Notes
581	2008	International	School Bus	4DRBUAAN88A380784	54	DT466E	Allison	181,654	Age/Cost to Maintain	As Is
582	2008	International	School Bus	4DRBUAANX8A380785	54	DT466E	Allison	170,792	Age/Cost to Maintain	As Is

THE SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
REQUEST FOR PROPERTY DISPOSAL AND DELETION FORM

All Property Record items must have the Administrator's approval before being moved.

COST CENTER NAME: Vehicle Maintenance COST CENTER: 9513

ADMINISTRATOR APPROVAL: [signature] DATE: 5/30/2023

I certify that the below property/equipment has been sent to the District for Surplus and is in a condition that does not warrant use in the School System.

All computers less than five (5) years old must meet the disposition codes below in order to be considered for disposal.

DISPOSITION CODES: U = Used for parts O = Obsolete R = Uneconomical to repair/parts unavailable

ACTION REQUESTED: A = Auction J = Junk (to be disposed)

BD APPR RQD	PROPERTY NUMBER	ITEM DESCRIPTION	SERIAL NUMBER	DISPOSITION CODE	ACTION REQUESTED
	581	2008 International Bus	4DRBUAAN88A380784	O	Surplus /Donate
	582	2008 International Bus	4DRBUAANX8A380785	O	Surplus /Donate

Service Request # (if applicable) _____

Disposition Recommended/Approved By: Andre Croizer Digitally signed by Andre Croizer Date: 2023.05.30 07:19:25 -04'00' _____ _____

Signature of Authorized Approver Date

(Maintenance/Repair Technician, Sr. Site Support Engineer, Head Custodian/Plant Manager, Federal Programs, Food Service)

All items sent to Central Distribution Require Signature showing receipt

Central Distribution - Received by: _____ _____

Signature of Central Distribution Staff Date

FOR PROPERTY RECORDS USE ONLY

Board Approved: Yes ☐ No ☐ Meeting Date: _____ Approval for Surplus Pickup: _____

Distribution: Property Records, School/Dept. Cost Center Computer Repair, Central Services

AGENDA ITEM NO. 11.4

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Affiliation Agreement Between the School Board of Manatee County and Davis and Beyer, DDS, PA, for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review. Clinical Providers for Dental Assisting: Davis and Beyer, DDS, PA

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 affiliation agreement between the School Board of Manatee County and Davis and Beyer, DDS, PA, 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:
Affiliation Agreement MTC Beyer & Davis, Board Date 061323

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

AGREEMENT for affiliation with Davis and Beyer, DDS, PA

Address: 1218 E Venice Avenue Venice, FL 34285

This agreement is made this 13th day of June 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Davis and Beyer, DDS, PA (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from July 1, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CUSTODIAN OF PUBLIC RECORDS: IF THE AFFILIATING SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATING SITES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

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

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

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

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

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

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, Davis and Beyer, DDS, PA and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date_____ By: _____

(Affiliating Site Authorized Signature)

Title: OWNER & VICE PRESIDENT

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Davis and Beyer, DDS, PA

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
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. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/02/2023

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

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

PRODUCER RAMSGATE INSURANCE INC/PHS 34345273 The Hartford Business Service Center 3600 Wiseman Blvd San Antonio, TX 78251	**CONTACT NAME:** **PHONE (A/C, No, Ext)** (866) 467-8730 **FAX (A/C, No):** E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	**NAIC#**
INSURER A : Hartford Underwriters Insurance Company	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F	

INSURED
DAVIS & BEYER DDS PA
1218 E VENICE AVE
VENICE FL 34285-7151

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER			34 SBM AT1L75	09/01/2022	09/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]			34 SBM AT1L75	09/01/2022	09/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E L. EACH ACCIDENT E L. DISEASE -EA EMPLOYEE E L. DISEASE - POLICY LIMIT	
A	Data Breach - Defense & Liab Covg			34 SBM AT1L75	09/01/2022	09/01/2023	Limit	$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Those usual to the Insured's Operations.

CERTIFICATE HOLDER
SCHOOL BOARD OF MANATEE COUNTY
DBA MANATEE TECHNICAL COLLEGE
5520 LAKEWOOD RANCH BLVD
BRADENTON FL 34211

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

AUTHORIZED REPRESENTATIVE
Susan L Castaneda

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Detail by Officer/Registered Agent Name

Florida Profit Corporation
DAVIS AND BEYER, D.D.S., P.A.

Filing Information

Document Number	S15309
FEI/EIN Number	59-3038968
Date Filed	11/27/1990
State	FL
Status	ACTIVE
Last Event	NAME CHANGE AMENDMENT
Event Date Filed	08/31/1998
Event Effective Date	NONE

Principal Address

1218 E VENICE AVE
VENICE, FL 34285

Changed: 02/08/2008

Mailing Address

1218 E VENICE AVE
VENICE, FL 34285

Changed: 02/08/2008

Registered Agent Name & Address

DAVIS, CHARLES H.
1218 E. VENICE AVE
VENICE, FL 34285

Address Changed: 01/05/2004

Officer/Director Detail

Name & Address

Title DR, President, Secretary

DAVIS, CHARLES H.
1218 E VENICE AVE
VENICE, FL 34285

Title DR, VP, Treasurer

BEYER, BRENT C
1218 E. VENICE AVE
VENICE, FL 34285

Annual Reports

Report Year	Filed Date
2021	02/11/2021
2022	03/10/2022
2023	03/21/2023

Document Images

03/21/2023 -- ANNUAL REPORT	View image in PDF format
03/10/2022 -- ANNUAL REPORT	View image in PDF format
02/11/2021 -- ANNUAL REPORT	View image in PDF format
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01/11/2017 -- ANNUAL REPORT	View image in PDF format
01/25/2016 -- ANNUAL REPORT	View image in PDF format
01/19/2015 -- ANNUAL REPORT	View image in PDF format
02/27/2014 -- ANNUAL REPORT	View image in PDF format
01/30/2013 -- ANNUAL REPORT	View image in PDF format
01/09/2012 -- ANNUAL REPORT	View image in PDF format
01/10/2011 -- ANNUAL REPORT	View image in PDF format
02/19/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
02/08/2008 -- ANNUAL REPORT	View image in PDF format
01/18/2007 -- ANNUAL REPORT	View image in PDF format
01/11/2006 -- ANNUAL REPORT	View image in PDF format
01/07/2005 -- ANNUAL REPORT	View image in PDF format
01/05/2004 -- ANNUAL REPORT	View image in PDF format
01/16/2003 -- ANNUAL REPORT	View image in PDF format
02/21/2002 -- ANNUAL REPORT	View image in PDF format
02/05/2001 -- ANNUAL REPORT	View image in PDF format
01/29/2000 -- ANNUAL REPORT	View image in PDF format
06/08/1999 -- ANNUAL REPORT	View image in PDF format
08/31/1998 -- Name Change	View image in PDF format
01/21/1998 -- ANNUAL REPORT	View image in PDF format
03/06/1997 -- ANNUAL REPORT	View image in PDF format
04/29/1996 -- ANNUAL REPORT	View image in PDF format
04/11/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM NO. 11.5

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Purchase of KFT Fire Trainer Equipment and Services, SDMC No. 24-0038-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

Executive Summary
Manatee Technical College's Fire Science program purchases fire training equipment and services from KFT Fire Trainer, LLC. KFT has provided fire training systems that are computer controlled by proprietary software. The company also provide annual maintenance on all KFT fire training systems and prop areas.

Approval does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 1, 2023 through June 30, 2024.

Historical expenditures are as follows:

- YTD 2022 – 2023 $142,865.00
- 2021 – 2022 $25,000.00
- 2020 – 2021 $83,588.00

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

State Board Rule 6A-1.012(14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(11), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

The supplier is KFT Fire Training, LLC, Montvale, NJ, Florida Document No. M14000003335.

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 purchase of KFT fire trainer equipment and services, SDMC No 24-0038-BS, continued procurement with vendor, estimated in the amount of $100,000.00.

Financial Impact
The funding source for this expenditure is MTC Fire Fighter Lab and Tuition Fees and is included in MTC Fire Fighter Department proposed budget for 2023-2024.

Contact
Submitting Departments: Adult, Career and Technical Education (ACT) and Purchasing
Initiated By: Paul Gansemer and Ruth Gruett

Attachments:
KFT Contract for Services

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM _____ FUNDS (Budgeted, Federal, Grant, Internal) | MTC _____ (Name of School/Department) | PO# 24-0038-BS

- ○ $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ○ $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ◉ $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 8 day of May, 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and KFT Fire Trainier, LLC. (Vendor).

VENDOR:

Business Name: KFT Fire Trainier, LLC Vendor No. 0000156107
Representative: Jamie Davis Position: Vice President Finance & General Manager
Address: 5 Pearl Court, Unit D
City: Allendale State: NJ Zip: 07401
Phone: 201-300-8139 Email: Jamie.Davis@kft.firetrainer.com
SDMC Employee: Yes: (____) No: (X) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Install, maintain fire training equipment, check, clean inspect filters, fans, blowers, etc. to sure all is in perfect working condition.

And shall be performed at the following location(s): Manatee Technical College
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0038-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Quotes per unit where the unit of measure is Quote for services to be provided as needed.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line 10101 53500 431001/464101 0211 14649/14828

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

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

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____
Vendor Date

_____
School Principal Date

_____
Legal Date

_____
Deputy Superintendent Date

_____
Superintendent (over $25,000) Date

_____
Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 11.6

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Florida Surgical Specialists, LLC, for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: Florida Surgical Specialists, LLC-Paul Toomey, MD-CEO

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

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

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Florida Surgical Specialists, LLC, for clinical experience for Manatee Technical College (MTC) Medical 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:
Affiliation Agreement MTC Florida Surgical Specialists, Board Date 061323

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

AGREEMENT for affiliation with Florida Surgical Specialists, LLC

Address: 607 Manatee Avenue E Suite 102 Bradenton FL 34208

This agreement is made this 13th day of June 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Florida Surgical Specialists, LLC (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from July 1, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CUSTODIAN OF PUBLIC RECORDS: IF THE AFFILIATING SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATING SITES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

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

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

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

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

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

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, Florida Surgical Specialists, LLC and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 4/27/23 By: [signature] Paul Toomey, MD
(Affiliating Site Authorized Signature)

Title: CEO

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Medical Assisting

1. Florida Surgical Specialists, LLC

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
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. 01/12/2022

MAIN STREET AMERICA PROTECTION INSURANCE COMPANY Policy Number BPG8304L

Named Insured: FLORIDA SURGICAL SPECIALISTS Effective Date: 05-11-2022

Agent Name: USI INSURANCE SERVICES LLC Agent No. 090455

Endorsement Number: 004 Endorsement Effective Date: 02-03-23

SECTION II – LIABILITY–DECLARATIONS

COVERAGES	LIMITS
Liability & Medical Expenses – Each Occurrence	$ 1,000,000
Personal & Advertising Injury Limit	$ 1,000,000
Damage To Premises Rented To You	$ 500,000
Aggregate Limit- Products-Completed Operations	$ 2,000,000
Aggregate Limit- Except Products-Completed Operations	$ 2,000,000
Medical Expense Limit - Per Person	$ 10,000

LIABILITY – SCHEDULE

STATE: FL TERRITORY: 161 PREMISES NO: 1/1
CLASS CODE: 62111 DEDUCTIBLE - PROPERTY DAMAGE LIABILITY: NONE
CLASSIFICATION: PHYSICIANS / SURGEONS

PREMIUM BASIS	EXPOSURE	RATE	ADVANCE PREMIUM
INCLUDED	INCLUDED		INCLUDED

STATE: FL TERRITORY: 161 PREMISES NO: 2/1
CLASS CODE: 62111 DEDUCTIBLE - PROPERTY DAMAGE LIABILITY: NONE
CLASSIFICATION: PHYSICIANS / SURGEONS

PREMIUM BASIS	EXPOSURE	RATE	ADVANCE PREMIUM
INCLUDED	INCLUDED		INCLUDED

STATE: FL TERRITORY: 161 PREMISES NO: 3/1
CLASS CODE: 62111 DEDUCTIBLE - PROPERTY DAMAGE LIABILITY: NONE
CLASSIFICATION: PHYSICIANS / SURGEONS

PREMIUM BASIS	EXPOSURE	RATE	ADVANCE PREMIUM
INCLUDED	INCLUDED		INCLUDED

0000 009000136 000187 0000

INSURED COPY

Client#: 1244555 FLORISUR2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2022

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

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

PRODUCER	CONTACT NAME	JoAnn K. Schneider	
USI Insurance Services, LLC 4600 Touchton Rd Building 100, Suite 275 Jacksonville, FL 32246	PHONE (A/C, No, Ext).	352 390-2750	FAX (A/C, No). 352 732-0132
	E-MAIL ADDRESS.	JoAnn.Schneider@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: MAG Mutual Insurance Company	42617
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Florida Surgical Specialists, LLC
607 Manatee Ave. E Suite 101 & 102
Bradenton, FL 34208

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS COMP/OP AGG	$
	☐ OTHER							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E L. EACH ACCIDENT	$
	(Mandatory In NH)						E L. DISEASE - EA EMPLOYEE	$
	If yes describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE - POLICY LIMIT	$
A	Professional Liab Claims Made			PSL160325704	07/01/2022	07/01/2023	$250,000 per claim $750,000 aggregate	

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

Dr. Paul G. Toomey, MD - Retro date 07/01/2015
Dr. Riva Das, MD - Retro date 09/01/2018
Dr. Jaclyn Malat - Retro date 07/01/2021
Dr. Addison Robert - Retro date 08/01/2021
effective 08/01/2022 added Dr. Alvaro M Bada - Retro date 06/01/2017
(See Attached Descriptions)

CERTIFICATE HOLDER

CREDENTIALING

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DESCRIPTIONS (Continued from Page 1)

Florida Surgical Specialists separate limits - retro 07/01/2020
effective 06/13/2022 added Victoria R. Correll, PA-C retro 06/13/2022
Effective 08/01/2022 added Dr. Audrey Hand retro 08/01/2022
Dr Allison Wyman - Retro 11/01/2021



Detail by Entity Name

Florida Limited Liability Company
FLORIDA SURGICAL SPECIALISTS, LLC

Filing Information

Document Number	L14000170289
FEI/EIN Number	47-2235848
Date Filed	11/03/2014
Effective Date	01/01/2015
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/02/2017

Principal Address

607 MANATEE AVENUE E
SUITE 102
BRADENTON, FL 34208

Mailing Address

607 MANATEE AVENUE E
SUITE 102
BRADENTON, FL 34208

Changed: 01/10/2021

Registered Agent Name & Address

TOOMEY, PAUL G, MD
607 MANATEE AVENUE E
SUITE 102
BRADENTON, FL 34208

Name Changed: 10/21/2016

Address Changed: 01/10/2021

Authorized Person(s) Detail

Name & Address

Title Manager, CEO

TOOMEY, PAUL G, Dr.
607 MANATEE AVENUE E
SUITE 102
BRADENTON, FL 34208

Title Manager, COO

Das, Riva, Dr.
607 MANATEE AVENUE E
SUITE 102
BRADENTON, FL 34208

Annual Reports

Report Year	Filed Date
2021	01/10/2021
2022	01/23/2022
2023	01/22/2023

Document Images

01/22/2023 -- ANNUAL REPORT	View image in PDF format
01/23/2022 -- ANNUAL REPORT	View image in PDF format
01/10/2021 -- ANNUAL REPORT	View image in PDF format
01/17/2020 -- ANNUAL REPORT	View image in PDF format
02/06/2019 -- ANNUAL REPORT	View image in PDF format
01/15/2018 -- ANNUAL REPORT	View image in PDF format
10/02/2017 -- REINSTATEMENT	View image in PDF format
10/21/2016 -- REINSTATEMENT	View image in PDF format
11/03/2014 -- Florida Limited Liability	View image in PDF format

Florida Department of tate Divi. ion of Corporation

AGENDA ITEM NO. 11.7

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Accept Funds and Renew the Letter of Agreement Between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for Reimbursement July 1, 2023, through June 30, 2024, Not to Exceed $111,000.00

Executive Summary
Florida Diagnostic & Learning Resources System (FDLRS) is a Florida Department of Education discretionary project that provides diagnostic, instructional, and technology support services to school district exceptional education programs and families of students with disabilities. Manatee County houses one Virtual Instructional Coordinator in collaboration with North East Florida Educational Consortium (NEFEC). The Virtual Instructional Coordinator will report directly to the FDLRS Program Administrator in Putnam County and will continue to be housed in Manatee County under the Adult, Career, and Technical Education Department.

This position will provide statewide support in the implementation of priorities for the Florida Department of Education and Bureau of Exceptional Education and Student Services (BEESS).

The attached Letter of Agreement serves as an understanding between the parties to operate a successful collaboration.

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 accept funds and renew the Letter of Agreement between the District School Board of Putnam County on Behalf of the North East Florida Educational Consortium (NEFEC) and the School District of Manatee County for reimbursement July 1, 2023, through June 30, 2024, not to exceed $111,000.00.

Financial Impact
There will be no cost to the General Fund. The district is projected to receive funds from the North East Florida Education Consortium (NEFEC) in the amount of up to $111,000.00 for the 2023-2024 school year.

Contact
Submitting Departments: Adult, Career and Technical Education (ACT) and Exceptional Student Education (ESE)
Initiated By: Dr. Paul Gansemer and Nicole Cox

Attachments:
Letter of Agreement with Putnam County and NEFEC, Board Date 061323

NEFEC

nefec.org

BOARD OF DIRECTORS:

Sherrie Rauderson
Baker

Will Hartley
Bradford

Alex L. Carswell, Jr.
Columbia

Mike Thomas
Dixie

Cathy Mittelstadt
Flagler

Tracie Snow
FSDB

Dr. James A. Surrency
Gilchrist

Lee Wetherington-Zamora
Hamilton

Robert Edwards
Lafayette

Christopher Cowart
Levy

Dr. Kathy K. Burns
Nassau

Brian K. Marchman, Ph. D.
P.K. Yonge

Dr. Richard M. Surrency, Sr.
Putnam

Ted L. Roush
Suwannee

Mike Ripplinger
Union

Dr. Patrick J. Wnek
Executive Director

NORTH EAST FLORIDA EDUCATIONAL CONSORTIUM

3841 Reid Street • Palatka, Florida 32177 • Phone: (386) 329-3800 • Fax: (386) 329-2547

LETTER OF AGREEMENT NO. 0750-24-001-75124 CFDA #84.027

The following Letter of Agreement is between the District School Board of Putnam County on behalf of the **North East Florida Educational Consortium (NEFEC)** and **The School District of Manatee County, Florida (Manatee County School District or MCSD)** commencing on July 1, 2023, through June 30, 2024.

I. MCSD agrees to provide services to NEFEC and participating school districts for the purpose of the professional learning opportunities coordinated by the FDLRS Administration Project as follows:

A. Collaborate with the FDLRS Administration Project on the provision of professional development to support and scale-up existing research-based practices and online Professional Development Alternatives (PDA) program.
B. Develop and provide the products, trainings and service delivery initiatives as outlined in the approved FLDOE Grant for the FDLRS Administration Project.
C. Provide an individual to perform these services in instructional level positions at FDLRS/Suncoast.

II. The North East Florida Educational Consortium agrees to the following:

A. To reimburse MCSD on a monthly basis to cover salary and benefits of one (1) full-time FDLRS Virtual Learning Coordinator, office expenses and travel, professional development materials, printing, phones, and postage to be paid upon commencement of this Letter of Agreement by the Putnam County School Board. Total amount to be reimbursed through June 30, 2024, not to exceed $111,000.

III. General Provisions

The performance by MCSD of any of its obligations under this agreement shall be subject to and contingent upon the availability of monies lawfully applicable for such purposes. If MCSD deems, at any time during the term of the Agreement, that monies lawfully applicable to this Agreement shall not be available for the remainder of the term, MCSD shall immediately so notify NEFEC by phone, fax or e-mail to be followed in writing no less than five (5) days after the determination, whereupon the obligations of the parties herein shall end upon the giving of such notice, this Agreement shall be considered as cancelled by mutual consent as provided in the following paragraph.

SERVICE • VISION • DEDICATION • EXCELLENCE • PROFESSIONALISM
An Equal Opportunity Employer

In case of cancellation, only the costs actually accrued to the date of cancellation will be due and payable and all work in progress will become the property of NEFEC and will be turned over promptly to NEFEC. Any service(s) and/or product(s) reflected in this Agreement may be cancelled only by: (1) mutual consent or both parties, or (2) either party upon giving thirty (30) days written notice to the other.

Neither MCSD nor any individual employed under this Agreement shall have any proprietary interest in the product.

NEFEC shall not be liable to MCSD or any third party for any incidental, indirect, exemplary, special or consequential damages, under any circumstances, including, but not limited to, lost revenue or savings, loss of goodwill, or the loss of use of any data, even if NEFEC had been advised of, knew, or should have known, of the possibility thereof. Under no circumstances shall NEFEC's aggregate cumulative liability hereunder, whether in contract, tort, or otherwise, exceed the total amount of fees actually paid by NEFEC under this Agreement.

MCSD acknowledges that the fees paid reflect the allocation of risk set forth in this Agreement and that NEFEC would not enter into this Agreement without these limitations on its liability.

The parties agree to abide by the supplemental federal requirements imposed on the use of funds by U.S. Department of Education. No award will be made to parties that have been suspended or debarred from participation in federal assistance programs. A review of the official site for debarred and suspended parties or otherwise ineligible parties will be made prior to approval of this contract. Evidence of parties of this Agreement being included in such listings will deem the MCSD ineligible making this Agreement null and void by Executive Order 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986), "Debarment and Suspensions".

This Agreement may be terminated by either party upon thirty (30) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

Technical and administrative contacts for this Agreement are:

NEFEC/FDLRS Administration Project
Alice Schmitges, Administrator
3841 Reid Street Palatka, FL 32177
Phone: 386-312-2265
Email: schmitgesa@nefec.org

The School District of Manatee County, FL
Nicole Cox, Director, ESE
Phone: 941-751-6550 ext. 2217

NEFEC

IV. Modification of Letter of Agreement

This Letter of Agreement may be changed only by an Amendment executed in the same manner as the original.

APPROVED AND RECOMMENDED FOR SIGNING

District School Board of Putnam County

by Richard M. Surrency, Sr., Ed.D.
Superintendent

Dated: 5-9-23

by Sandra Gilyard
Board Chair

Dated: 5-9-23

The School District of Manatee County, Florida

by Cynthia Saunders, Superintendent
The School District of Manatee County, Florida

Dated: _____

by Chad Choate, III, Chair
School Board of Manatee County, Florida

Dated: _____

North East Florida Educational Consortium

by Dr. Patrick J. Wnek
Executive Director

Dated: 5-9-23

NEFEC

AGENDA ITEM NO. 11.8

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase SimX Simulation Products and Software, SDMC No. 23-0116-BS, Continued Procurement with Vendor, Estimated in the Amount of $75,000.00 Annually

Executive Summary
Virtual reality simulation software is being used in our EMS and Fire programs from SimX. This software mimics real life scenarios in a controlled environment and allows the instructor the opportunity to control the environment. The virtual reality systems are used in our EMT, Paramedic and Fire programs to allow students to work in different patient care environments in a safer environment. These patient scenarios increase our student's problem-solving capabilities and better prepares them for entry into the public safety workplace.

Approval of this item does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis throughout the contract period. The requested contract is for the period of June 14, 2023 through June 30, 2024.

Historical expenditures are as follows:

- YTD 2022-2023 $3,800.00
- 2021-2022 $33,000.00

Subsection 6A-1.012(14) F.A.C. states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

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

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

Recommendation
The Superintendent recommends approval to purchase SimX Simulation Products and Software, SDMC No.

23-0116-BS, continued procurement with vendor, estimated in the amount of $75,000.00 annually.

Financial Impact
The funding source for these annually estimated expenditures are included in the General Funds Grants, Special Projects, and Pipeline Nursing funds and are included in the school sites and departments approved 2022-2023 budget and proposed budgets for 2023-2024.

Contact
Submitting Departments: Adult, Career and Technical Education (ACT) and Purchasing
Initiated By: Dr. Paul Gansemer and Ruth Gruett

Attachments:
SimX Quote 01820
VR License 01822

Quote

Date	Quote #
05-18-2023	Q-01820

SimX Inc
548 Market St #87927
San Francisco, CA 94104

Organization
Manatee Technical College Jay Bush Fire/EMS Program Director bush4j@manateeschools.net 5520 Lakewood Ranch Boulevard Bradenton FL 34211

Quote Term: 12 Months / 1 Year(s)

ANNUAL FEES

Licenses	*Quantity*	*Unit Price*	*Annual Subtotal*	**Product Subtotal**
SimX Software License - One year license for one VR headset installation - Unlimited moderator client installations included - Access to software support and maintenance - - Includes email and business hours phone support - Access to Standard SimX Curriculum (included)	8	$3,000	$24,000	$24,000

Quote

Date	Quote #
05-18-2023	Q-01820

SimX Inc
548 Market St #87927
San Francisco, CA 94104

- Access to SimX Scenario Marketplace (for purchase) - Access to Custom Scenario Production (for purchase)				

Curricula	*Quantity*	*Unit Price*	*Annual Subtotal*	**Product Subtotal**
SimX VR Standard Curriculum - Undifferentiated Chest Pain (ACLS) - Pediatric Resuscitation (PALS) - Neonatal Resuscitation (NRP) - Motor Vehicle Accident (ATLS) - Shortness of Breath (COVID) - Septic Shock - Preeclampsia	1	$0	$0	$0
SimX VR EMS Curriculum - ATLS in an Ambulance - MCA Stoke in Patient Home and Ambulance - TCA Overdose in Patient Home and Ambulance - Inferior STEMI in an Ambulance - Anaphylaxis in an Ambulance	1	$8,000	$8,000	$8,000

Marketplace Cases	*Quantity*	*Unit Price*	*Annual*	**Product Subtotal**

Quote

Date	Quote #
05-18-2023	Q-01820

SimX Inc
548 Market St #87927
San Francisco, CA 94104

			Subtotal	
Virtual Manikin - To Replicate High Fidelity Sim Manikin Virtually	1	$7,600	$7,600	$7,600

ONE-TIME FEES

Summary			
Total Discount (%): 0%	**Total Discount (Amt):** $0	**Cash Balance Applied:** $0	**Credit Balance Applied:** $0
			Grand Total: $39,600

Quote

Date	Quote #
04-29-2023	Q-01822

SimX Inc
548 Market St #87927
San Francisco, CA 94104

Organization
Manatee Technical College Jay Bush Fire/EMS Program Director bush4j@manateeschools.net 5520 Lakewood Ranch Boulevard Bradenton FL 34211

Quote Term: 12 Months / 1 Year(s)

ANNUAL FEES

Licenses	*Quantity*	*Unit Price*	*Annual Subtotal*	**Product Subtotal**
SimX Software License - One year license for one VR headset installation - Unlimited moderator client installations included - Access to software support and maintenance - - Includes email and business hours phone support - Access to Standard SimX Curriculum (included)	8	$0	$0	$0

Quote

Date	Quote #
04-29-2023	Q-01822

SimX Inc
548 Market St #87927
San Francisco, CA 94104

- Access to SimX Scenario Marketplace (for purchase) - Access to Custom Scenario Production (for purchase)				

Marketplace Cases	*Quantity*	*Unit Price*	*Annual Subtotal*	**Product Subtotal**
Climbing Accident and Rescue - Emergency Medicine	1	$1,300	$1,300	$1,300
High Risk OB - EMS	1	$1,000	$1,000	$1,000
Pediatric Virtual Manikin - To Replicate High Fidelity Sim Manikin Virtually for Pediatrics	1	$7,600	$7,600	$7,600
Triage Mass Casualty - Emergency Medicine	1	$1,800	$1,800	$1,800
Pediatric Airway - EMS	1	$1,000	$1,000	$1,000
Ambulance - Prehospital	1	$1,300	$1,300	$1,300

Quote

Date	Quote #
04-29-2023	Q-01822

SimX Inc
548 Market St #87927
San Francisco, CA 94104

ONE-TIME FEES

Summary			
Total Discount (%): 20.5%	**Total Discount (Amt):** $3,600	**Cash Balance Applied:** $0	**Credit Balance Applied:** $0
			Grand Total: $14,000

AGENDA ITEM NO. 11.9

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Smile Works Kids Dentistry for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Smile Works Kids Dentistry

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and Smile Works Kids Dentistry 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:
Affiliation Agreement MTC-Smile Works Dentistry, Board Date 061323

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

AGREEMENT for affiliation with Smile Works Kids Dentistry

Address: 3103 Fruitville Road Sarasota, FL 34237

This agreement is made this 13th day of June 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Smile Works Kids Dentistry (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from July 1, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CUSTODIAN OF PUBLIC RECORDS: IF THE AFFILIATING SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATING SITES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: PUBLIC RECORDS CUSTODIAN 215 MANATEE AVENUE W. BRADENTON, FLORIDA, 34205 (941) 708-8770 PUBLICRECORDS@MANATEESCHOOLS.NET

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

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

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

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or

substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

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

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

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, Smile Works Kids Dentistry and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

_____
Superintendent, School District of Manatee County

Date_____ By:

_____
Chair, School Board of Manatee County

Date_____ By:

_____
Mitchell Teitelbaum, Esq. General Counsel

Date 4/5/2023 By: 

(Affiliating Site Authorized Signature)

Title: Director of Operations

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Smile Works Kids Dentistry

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
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. 01/12/2022

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/16/2023

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

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

PRODUCER
Baldwin Krystyn Sherman Partners LLC
4211 W Boy Scout Blvd
Suite 800
Tampa FL 33607

License#: L002281
TODADEN-01

CONTACT NAME:
PHONE (A/C, No, Ext): 813-984-3200 **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Underwriters Insuranc	30104
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TDN Dentistry, PLLC
5550 W Executive Dr, Ste 230
Tampa FL 33609

COVERAGES **CERTIFICATE NUMBER:** 122697746 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:	Y		21SBMAM3YMK	7/8/2022	7/8/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			21SBMAM3YMK	7/8/2022	7/8/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ Included $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			21SBMAM3YMK	7/8/2022	7/8/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Named Insured: Malik Manav Specialty: General Destistry Retro Date: 2/22/22

CERTIFICATE HOLDER

Today's Dental Network
Attn: Darlene Finnell
1 Dale Mabry Highway Suite 605
Tampa FL 33609

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Department of State / Division of Corporations / Search Records / Search by Document Number /

Detail by Document Number

Florida Profit Corporation
MANAV MALIK DMD PA

Filing Information

Document Number	P09000095513
FEI/EIN Number	27-1373849
Date Filed	11/20/2009
Effective Date	11/20/2009
State	FL
Status	ACTIVE

Principal Address

3103 FRUITVILLE RD
SARASOTA, FL 34237

Changed: 01/06/2011

Mailing Address

3103 FRUITVILLE RD
SARASOTA, FL 34237

Changed: 01/06/2011

Registered Agent Name & Address

MALIK, MANAV
3103 FRUITVILLE RD
SARASOTA, FL 34237

Address Changed: 01/06/2011

Officer/Director Detail

Name & Address

Title P

MALIK, MANAV
3103 FRUITVILLE RD.
SARASOTA, FL 34237

Annual Reports

Report Year	**Filed Date**

2020	04/05/2020
2021	02/28/2021
2022	02/20/2022

Document Images

02/20/2022 -- ANNUAL REPORT	View image in PDF format
02/28/2021 -- ANNUAL REPORT	View image in PDF format
04/05/2020 -- ANNUAL REPORT	View image in PDF format
04/28/2019 -- ANNUAL REPORT	View image in PDF format
02/19/2018 -- ANNUAL REPORT	View image in PDF format
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02/29/2012 -- ANNUAL REPORT	View image in PDF format
01/06/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2010 -- ANNUAL REPORT	View image in PDF format
11/20/2009 -- Domestic Profit	View image in PDF format

Florida Department of State Divis on of Corporations

AGENDA ITEM NO. 11.10

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Ear, Nose & Throat Associates of Manatee, P.A., for Clinical Experience for Manatee Technical College (MTC) Medical Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Medical Assisting: Ear, Nose & Throat Associates of Manatee, P.A-Joan Overby, Administrator

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

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

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Ear, Nose & Throat Associates of Manatee, P.A., for clinical experience for Manatee Technical College (MTC) Medical 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:
Affiliation Agreement MTC-ENT Assoc of Manatee, Board Date 061323

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

AGREEMENT for affiliation with Ear, Nose & Throat Associates of Manatee, P.A.

Address: 701 Manatee Ave W Suite 202 Bradenton, FL 34205

This agreement is made this 13th day of June, 2023, between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Ear, Nose & Throat Associates of Manatee, P.A. (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from July 1, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CUSTODIAN OF PUBLIC RECORDS: IF THE AFFILIATING SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATING SITES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: **Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770**publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

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

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

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

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

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

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, Ear, Nose & Throat Associates of Manatee, P.A. and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date April 27, 2023 By: Joan Overby

(Affiliating Site Authorized Signature)

Title: Administrator

Joan Overby, CMPE

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Medical Assisting

1. Ear, Nose & Throat Associates of Manatee, P.A.

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
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. 01/12/2022

EARNOSE-01 DRICHARDS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/1/2023

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

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

PRODUCER	CONTACT NAME.	
Des Champs & Gregory, Inc. 1812 Manatee Ave W Bradenton, FL 34205	PHONE (A/C, No, Ext). (941) 748-1812	FAX (A/C, No). (941) 750-0307
	E-MAIL ADDRESS.	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Ear Nose & Throat Associates of Manatee Pa 701 Manatee Ave W #202 Bradenton, FL 34205	INSURER A · First Community Insurance Co	13990
	INSURER B · Bankers Insurance Co	33162
	INSURER C · Associated Industries Ins Co	23140
	INSURER D ·	
	INSURER E ·	
	INSURER F	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR			09 0004991379 8 10	1/13/2023	1/13/2024	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$ 4,000,000
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER.							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			09 0004991379 8 10	1/13/2023	1/13/2024	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH)			AWC1190150	1/1/2023	1/1/2024	E L. EACH ACCIDENT	$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE - EA EMPLOYEE	$ 100,000
							E L. DISEASE - POLICY LIMIT	$ 500,000

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

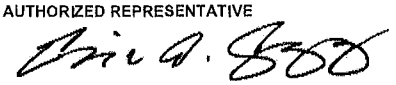
CERTIFICATE HOLDER

Manatee Technical College

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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CERTIFICATE OF LIABILITY INSURANCE

DATE 06/06/2022

PRODUCER RSC INSURANCE BROKERAGE INC-DELRAY BEACH
ATTN MATT GRACEY
255 NE 6TH AVE
DELRAY BEACH, FL 33483

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

INSURED EAR, NOSE & THROAT ASSOCIATES OF MANATEE PA
701 MANATEE AVE W STE 202
BRADENTON FL 34205

INSURERS AFFORDING COVERAGE

INSURER A: The Medical Protective Company
5814 Reed Road, Fort Wayne, IN 46835
NAIC number - 11843, www medpro com
Specialty

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ _____ ☐ _____ GENL AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ PER CLAIM $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS-COMP/OP AGG $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Each accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	PROFESSIONAL LIABILITY ☐ OCCURRENCE ☒ CLAIMS MADE RETRO DATE 01/01/1984	C54598	07/01/2022	07/01/2023	PER OCCURRENCE $ PER CLAIM $ 500 000 ANNUAL AGGREGATE $ 1,500,000
	EXCESS LIABILITY ☐ OCCURRENCE ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				☐ WC STATUTORY LIMITS ☐ OTHER E.L. EA ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER EMPLOYMENT PRACTICES LIABILITY DEFENSE COVERAGE RETRO DATE				PER OCCURRENCE LIMIT OF DEFENSE $ AGGREGATE LIMIT OF DEFENSE $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SEE POLICY FOR SPECIFIC COVERAGE INFORMATION/SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
RSC INSURANCE BROKERAGE INC-DELRAY BEACH ATTN MATT GRACEY 255 NE 6TH AVE DELRAY BEACH, FL 33483	THE MEDICAL PROTECTIVE COMPANY WILL NOT BE RESPONSIBLE FOR INFORMING THE CERTIFICATE HOLDER OF ANY CHANGES IN COVERAGE OR IN THE LIMITS OF LIABILITY OR IN THE EVENT OF THE TERMINATION OR CANCELLATION OF THE POLICY The Medical Protective Company Representative



Detail by Entity Name

Florida Profit Corporation
EAR, NOSE & THROAT ASSOCIATES OF MANATEE, P.A.

Filing Information

Document Number	464329
FEI/EIN Number	59-1553509
Date Filed	10/30/1974
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Last Event	AMENDMENT
Event Date Filed	06/26/1998
Event Effective Date	NONE

Principal Address

701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Changed. 01/24/2005

Mailing Address

701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Changed. 01/24/2005

Registered Agent Name & Address

NALL, AGNES VMD
701 MANATEE AVE WEST
SUITE 202
BRADENTON, FL 34205

Name Changed: 01/25/2012

Address Changed· 01/24/2005

Officer/Director Detail

Name & Address

Title ST

GURUCHARRI, MICHAEL J, Dr.
701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Title V

HOBAN, BRIAN, Dr.
701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Title V

KALATHIA, AXAY, Dr.
701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Title V

MORRISH, THOMAS, Dr.
701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Title P

NALL, AGNES V, Dr.
701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Title VP

Shelton, John C, Dr.
701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Title VP

Kelley, Benjamin, Dr.
701 MANATEE AVE W
SUITE 202
BRADENTON, FL 34205

Annual Reports

Report Year	Filed Date
2021	02/17/2021

2022	01/28/2022
2023	01/11/2023

Document Images

01/11/2023 -- ANNUAL REPORT	View image in PDF format
01/28/2022 -- ANNUAL REPORT	View image in PDF format
02/17/2021 -- ANNUAL REPORT	View image in PDF format
01/16/2020 -- ANNUAL REPORT	View image in PDF format
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02/23/2015 -- ANNUAL REPORT	View image in PDF format
02/24/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
01/25/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2011 -- ANNUAL REPORT	View image in PDF format
01/25/2010 -- ANNUAL REPORT	View image in PDF format
01/27/2009 -- ANNUAL REPORT	View image in PDF format
01/22/2008 -- ANNUAL REPORT	View image in PDF format
01/09/2007 -- ANNUAL REPORT	View image in PDF format
01/16/2006 -- ANNUAL REPORT	View image in PDF format
01/24/2005 -- ANNUAL REPORT	View image in PDF format
02/18/2004 -- ANNUAL REPORT	View image in PDF format
02/03/2003 -- ANNUAL REPORT	View image in PDF format
05/02/2002 -- ANNUAL REPORT	View image in PDF format
02/05/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
02/27/1999 -- ANNUAL REPORT	View image in PDF format
06/26/1998 -- Amendment	View image in PDF format
02/02/1998 -- ANNUAL REPORT	View image in PDF format
01/29/1997 -- ANNUAL REPORT	View image in PDF format
04/02/1996 -- ANNUAL REPORT	View image in PDF format
02/02/1995 -- ANNUAL REPORT	View image in PDF format

AGENDA ITEM NO. 11.11

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase ROOTS Education Robotic Equipment, Curriculum and Services, SDMC No. 24-0046-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00

Executive Summary
The District seeks to continue the purchase of the robotics training systems to train students on how to manipulate the robots and create simple code to make the robot perform functions. The robotics training systems are comprised of a robot package, sensor package, actuator package, a specialized "cobot" table, curriculum, installation, and training. Depending on the use of the robots, additional packages may be purchased. ROOTS Engineering is supplying the Robotically Operated Training system (ROOTS) which includes the robot, along with installation and real-world application training. Parts and service will be purchased as need for existing and new machines as needed throughout the contract period.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 01, 2023 through June 30, 2024.

Historical expenditures are as follows:

- YTD 2022-2023 $129,559.00
- 2021-2022 $373,895.00
- 2020-2021 $280,079.00

State Board Rule 6A-1.045 states, "Single source purchases are purchases of commodities or contractual services available only from a single source. Pursuant to Section 287.057(5)(c), F.S., such purchases are excepted from the competitive solicitation process."

Subsection 6A-1.012(8) F.A.C. (14) states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.004(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board."

The supplier for this purchase is ROOTS Education Co., LLC, Venice, Florida, Fla. Document No. L21000346944.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

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

Recommendation

The Superintendent recommends approval to purchase ROOTS Education Robotic Equipment, Curriculum and Services, SDMC No. 24-0046-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00.

Financial Impact

The funding source is the Adult, Career and Technical (ACT) Department, Perkins Grant, VOC/CTE funds, school/department funds, and other funding sources as needed throughout the contract period and is included in the proposed budget for 2023-2024.

Contact

Submitting Departments: Adult, Career and Technical (ACT) Department and Purchasing
Initiated By: Dr. Paul Gansemer and Ruth Gruett

Attachments:
ROOTS Contract for Services

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM Various FUNDS (Budgeted, Federal, Grant, Internal) | District (Name of School/Department) | PO# 24-0046-BS

- ○ $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ○ $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ◉ $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 25 day of May , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and ROOTS Educational Co. LLC. (Vendor).

VENDOR:

Business Name: ROOTS Educational Co. LLC Vendor No. 0000007994
Representative: Jeff Kondel Position: Executive Director
Address: 3449 TECHNOLOGY DRIVE SUITE 102
City: Sarasota State: FL Zip: 34275
Phone: 941-275-6004 Email: jeffk@rootseducation.com
SDMC Employee: Yes: (____) No: (_X_) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Provide ROOTS robots, parts, supplies, curriculum, installation and training services

And shall be performed at the following location(s): _____
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0046-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Quote per unit where the unit of measure is Quotes as needed.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line Various

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

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

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____
Vendor Date

_____
School Principal Date

_____
Legal Date

_____
Deputy Superintendent Date

_____
Superintendent (over $25,000) Date

_____
Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 11.12

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Agreement Between the School Board of Manatee County and Manatee Memorial Hospital, Limited Partnership d/b/a Lakewood Ranch Medical Center and Manatee Memorial Hospital for Clinical Experience for Manatee Technical College (MTC) Health Science Programs for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Health Science Programs: Manatee Memorial Hospital, Limited Partnership d/b/a Lakewood Ranch Medical Center and Manatee Memorial Hospital

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

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

Recommendation
The Superintendent recommends approval of the renewal agreement between the School Board of Manatee County and Manatee Memorial Hospital, Limited Partnership d/b/a Lakewood Ranch Medical Center and Manatee Memorial Hospital for clinical experience for Manatee Technical College (MTC) Health Science Programs 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:
Education Affiliation Agreement Manatee Memorial Hospital, Board Date 061323

EDUCATION AFFILIATION AGREEMENT

THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION

THIS AGREEMENT is made and entered into as of the date of last signature below by and between The School Board of Manatee County d/b/a Manatee Technical College ("College") and Manatee Memorial Hospital, Limited Partnership d/b/a Lakewood Ranch Medical Center and Manatee Memorial Hospital ("Facility").

RECITALS

WHEREAS, College desires to provide appropriate clinical learning experiences to its Students in its clinical programs ("Students");

WHEREAS, the parties mutually desire to advance Student training and education, and assist in meeting the demand for health care personnel, and to make available better health services to patients in the community; and

WHEREAS, it is deemed advisable and in the best interests of the parties to establish an affiliation for the purposes of carrying out these objectives.

NOW, THEREFORE, for and in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

I. Mutual Responsibilities

A. Assignment of Students. Students subject to this Agreement are assigned to Facility by College for the purpose of developing the Student's clinical competence (knowledge, procedures/skills, clinical problem solving, and professional attitudes and behaviors).

B. Schedule of Assignments. Prior to the initiation of any program for Students, the College shall provide information to the Facility concerning the number of Students, possible dates of assignment, the names and pertinent information about the Students, and the objectives for Students' clinical education experience. The Facility and College shall jointly plan the schedule of Student assignments to Facility, including the number of Students, the hours of attendance, and the schedule of activities at the Facility. Facility shall determine the maximum number of Students accepted by Facility for assignment to a clinical area.

C. Designated Representative. The Facility and College shall each appoint a designated representative to coordinate the clinical education experience, and to work with the College's instructors and Students to facilitate a meaningful experience.

D. Changes in Curriculum, Program and Staff. Each party shall keep the other informed of changes in curriculum, program and staff which may affect the clinical education experience.

Representatives of both parties shall meet periodically to review the program, and to make such suggestions and changes as needed.

E. Compliance with Applicable Laws. The parties shall in the performance of this Agreement comply with all applicable laws, rules, regulations, and policies affecting agreements of this nature.
http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

F. Nondiscrimination. Each party agrees that it will not discriminate against any Student in violation of any applicable Federal, State or Municipal laws on the basis of sex, race, religion, national origin, disability or veteran status, or other protected classification.

G. Relationships Between Facility, College and Students.

1. Independent Entities. This Agreement shall not be construed to create a general partnership, joint venture or any other organizational combination of the parties, nor shall it authorize either party to act as an agent for, or bind the other party in any manner. Facility and College shall be and remain independent entities with respect to the performance of their respective duties and obligations hereunder. There will be no payment of charges or fees between College and Facility.

2. Students. The parties acknowledge that the Students of the College are fulfilling specific requirements for their educational or clinical experience as part of a degree and therefore, the Students of the College are not to be considered employees of either the College or the Facility, regardless of the nature or extent of the acts performed by them, for the purposes of Worker's Compensation, employee pay or benefit programs, or any other purpose. The Facility shall not pay any remuneration or wages to any Student.

H. Right to Withdraw Student from Program.

1. By College. College may withdraw a Student from the program at any time, upon written notice to the Facility.

2. By Facility. Facility will have the right to take immediate temporary action to correct a situation where a Student's actions endanger patient care or where, in the sole discretion of the Facility the Student's work, conduct, or health is deemed detrimental to patients or others. As soon as possible thereafter, Facility will notify the College of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the College after reviewing the matter and considering whatever factual information the Facility provides for the College; however, Facility reserves the right to terminate the use of its facilities by a particular Student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

I. Inspection of Records. In accordance with the Social Security Act and Regulations thereunder or as otherwise provided by law, College, Facility, third party payors, the Secretary of Health

and Human Services, and the Comptroller General, and their authorized representatives, shall have access to all data and records relating to the nature and extent of costs and services provided under this Agreement for a period of four (4) years after the furnishing of such services, or for such other period of time as may be required by law. When any of the requirements of this Agreement are provided by subcontract with a value of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period or when otherwise required by law, the right to access to all books and records pertaining to the services shall be included in each subcontract.

II. College Responsibilities

A. College will provide the names and information pertaining to relevant education and training for all Students enrolled in the clinical education program within a reasonable time before the beginning date of the clinical education program. College is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of Students. College will notify Facility in writing of any change or proposed change in a Student's status.

B. College will assign only those Students who have satisfactorily completed those portions of College curriculum that are prerequisite to Program participation.

C. College shall advise each affiliating Student of the need to obtain criminal background and child abuse clearance checks prior to assignment to the Facility, and will provide verification of those checks to Facility.

D. Liability Insurance. College shall, at all times during the term of this Agreement, maintain the following insurance coverage for ***its Students*** *OR* require ***each Student*** participating in the clinical learning experience to maintain and provide evidence of the following insurance coverage:

1. Professional liability insurance coverage, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and a minimum of Three Million Dollars ($3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement; and

If College personnel will be on-site at Facility's premises, then College shall at all times during the term of this Agreement, maintain the following insurance coverage for itself and its employees and agents:

1. Professional liability insurance coverage, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and a minimum of Three Million Dollars ($3,000,000.00) in the annual aggregate, applying to professional acts and services as defined and required by this Agreement;

2. Commercial general liability insurance coverage, naming Facility as additional insured, with a minimum of One Million Dollars ($1,000,000.00) each occurrence, and One

Million Dollars ($1,000,000.00) in the annual aggregate, applying to bodily injury, property damage, and liability assumed under any contract. General liability insurance coverage may be satisfied by a combination of primary and excess or umbrella coverage;

3. Workers' Compensation and employer's liability for College's legal and statutory obligations as required by the laws of the jurisdiction in which the services are performed, and College shall waive its right of subrogation; and

4. Auto Liability insurance coverage.

All the above coverage amounts in this Section D. shall be the actual indemnity coverage limit and shall not be reduced by any expense or costs of litigation including attorney's fees. In the event that such insurance is purchased on a "claims-made" basis, upon termination of this Agreement, College shall either purchase extended reporting period endorsement ("tail") insurance coverage or continue the claims made policy for services rendered during the term of this Agreement in an amount equal to and otherwise upon the same terms identified herein.

College or Student shall provide Facility with Certificates of Insurance, evidencing the insurance coverages listed above, ten (10) days prior to the start of this Agreement and thereafter upon renewal or replacement of each coverage. The required insurance shall not contain any exclusions or endorsements, which are not acceptable to Facility. Facility shall have the right to terminate this Agreement upon written notice to College for any breach of this section.

Failure of Facility to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Facility to identify a deficiency from evidence that is provided shall not be construed as a waiver of College's obligation to maintain such insurance.

E. Representations and Warranties.

1. College represents that each person performing the services under this Agreement (1) has been educated and trained consistent with applicable regulatory requirements and Facility policy; (2) is appropriately licensed, certified or registered, as applicable, to provide the services as contemplated herein; and (3) has appropriate knowledge, experience and competence as are appropriate for his or her assigned responsibilities as required by Facility. If College's personnel will be on site at Facility's premises, then College additionally represents that it evaluates each Student's performance and each person performing services under this Agreement (1) has been oriented to Facility policies and procedures; (2) has verified the person's health status as required by his or her duties in providing the services under the Agreement and as required by all applicable laws and regulations (collectively, "Law") and advised each Student that they must provide proof of immunizations directly to the Facility; (3) has performed criminal background checks and/or pre-employment verification of convictions for abuse or neglect when required by Law, and (4) has evaluated and reviewed each

person's references, when applicable. College shall provide Facility with evidence of compliance with this paragraph upon request.

2. College also represents and warrants to Facility that neither College nor any person providing services on behalf of College is a "Sanctioned Provider" meaning that neither College nor such representatives (i) is currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is under investigation or otherwise aware of any circumstances which may result in College or any person providing services on behalf of College being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term and College shall immediately notify Facility of any change in the status of the representation and warranty set forth in this Section. Any breach in this representation shall be cause for Facility to terminate this Agreement immediately.

3. College further represents and warrants that no physician who is or may be a referral source to Facility (as said term is defined at 42 U.S.C. section 1395x(r) nor any "immediate family member" of a physician owns or holds and "ownership or investment interest" in College. For purposes of the preceding sentence, the term "immediate family member" shall have the meaning described in 42 C.F.R. section 411.351 and the term "ownership or investment interest" shall have the meaning described in 42 U.S.C. section 1395nn(a)(2).

F. Confidentiality of Patient Information (HIPAA Requirements). College shall ensure that its Students, faculty members, and staff members agree to protect to the fullest extent required by law the confidentiality of any patient information generated or received by them in connection with their clinical experience, including those laws and regulations governing the use and disclosure of individually identifiable health information under Federal law, specifically 45 CFR parts 160 and 164.

1. College shall require each Student, faculty member, and staff member who participates in the program to sign a patient confidentiality agreement which the Facility will provide.

2. College further specifically acknowledges that in receiving, storing, processing, or otherwise handling any records of Facility patients, College, its Students, faculty members, and staff may be bound by Federal laws governing addictive disease patients, including 42 C.F.R. Part 2.

3. College agrees that, if necessary, it will resist in judicial proceedings any efforts to obtain access to patient records except as permitted by law.

4. College's obligation to maintain the confidentiality of Facility patient information shall survive termination of this Agreement.

5. Solely for the purpose of defining the Student's role in relation to the use and disclosure of Facility's protected health information, such Students are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Facility. College will notify each Student of his or her status and responsibilities pursuant to this Agreement.

6. Patient information is governed by HIPAA, and while it is not contemplated that the institute would receive HIPAA/Privacy Information, in the event they do, they will then agree to enter a BAA with the hospital prior to receiving any such information (e.g. to include verbal, written, video) from their participating students.

G. Confidentiality of Facility Information. College understands and agrees that in connection with this Agreement, College and its Students may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with Facility, and which may cause Facility to suffer competitively or economically if such information becomes known to persons outside of Facility. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to Facility's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, College agrees not to directly or indirectly use or disclose to any individual or entity any Confidential Facility information at any time. If required by College's duties under this Agreement and with the consent of Facility, College may disclose information relating to the operations of the Facility to members of the medical staff, state licensing agencies and the Joint Commission. College will not disclose information relating to the operations of the Facility to third-party reimbursement agencies (whether public or private) unless disclosure is required by this Agreement, applicable statutes or regulations, or the terms of applicable agreements for reimbursement.

   The foregoing restrictions on use and disclosure of Confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section II G, (iii) that is known by a party prior to receipt of the information from the other party as clearly evidenced by such party's books and records, (iv) that is lawfully received by a party from a party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a party without reliance on the confidential information received as clearly evidenced by such party's books and records.

H. Publications. College will prohibit the publication by the Students, faculty or staff members of any material relative to educational experience that has not been reviewed by the Facility, in order to assure that infringement of patient's rights to privacy is avoided. Any article written by a Student must clearly reflect that neither the College nor Facility endorses the article, even where a review has been made prior to publication.

I. Health Requirements. College shall advise each affiliating Student that they must receive and provide evidence of having received any immunizations and testing, or provide any records regarding relevant health conditions that may be required by Facility. College and the affiliating Student shall, to the extent of their respective knowledge, inform Facility of any special health problems or requirements any assigned Student may have. College and/or potentially exposed Student/faculty shall be responsible for further recommended testing or follow up. Student is further required to obtain and continue personal Health Insurance, at his/her own expense throughout the term of his/her participation in the Program.

J. Facility Policies, Rules, and Regulations. College shall ensure that all Students and faculty members shall be familiar with and comply with the Facility's applicable rules, regulations, and policies. College will specifically cover with each Student his or her responsibility to:

1. Observe and respect all patient's rights, confidences, and dignity:

2. Dress in appropriate attire for the clinical experience as established by the Facility, including name tags, if required: and

3. Acknowledge that Facility will not be responsible for providing Students with health care, worker's compensation, or other benefits. Further, Students are required to obtain personal Health Insurance benefits for the duration of their participation in the Program at their own cost. In the event of an emergency, Facility agrees to provide Students with first aid emergency care, which expense shall be that of Students, not Facility.

K. Indemnification. College shall indemnify and hold Facility harmless from and against any and all claims, liabilities, causes of action, losses, costs, damages and expenses (including reasonable attorneys' fees) incurred by Facility as a result of any breach of this Agreement or any acts or omissions of College, its employees or agents.

L. Business Associate Agreement. College shall not have access to Facility patients' PHI and, in the event this occurs, College shall execute Facility's standard Business Associate Agreement.

M. Vaccination Status. College agrees that (a) College, Students, and/or any personnel employed by or contracted with College that will be on site at Facility under this Agreement ("College Personnel") shall be fully vaccinated or have been approved for an exemption under College's exemption policy provided that such exemption is consistent with exemptions permitted under the Centers for Medicare and Medicaid Services Interim Final Rule for Healthcare Staff Vaccination, effective as of November 5, 2021; (b) College shall track and maintain records of College Personnel vaccination/exemption status including the dates and manufacturer of doses; (c) College shall provide evidence of vaccination/exemption status to Facility on a monthly basis or as more frequently as requested by Facility (response time for Facility request shall be within 2 hours of such request if requested by a state or federal agency); (d) for College Personnel that have been exempted from being vaccinated pursuant to College policies, College shall test such College Personnel on a weekly basis, submit such results the Facility and require such College Personnel to wear a surgical mask at all times at the Facility. College

agrees to remove any College Personnel from the Facility who (i) tests positive for COVID-19, (ii) is unvaccinated and refuses to wear a surgical mask; or (iii) fails to adhere to the weekly testing requirement. Further, Facility may terminate this Agreement upon one (1) days' notice for College's breach of any of the requirements set forth in this Section II.M. College shall indemnify and hold Facility harmless from and against any and all direct and/or indirect damages, including reasonable attorney's fees, resulting from College's breach of this Section II.M.

III. Facility Responsibilities

A. Patient Care. The Facility shall retain responsibility for patient care and Students shall not be used to replace Facility employees providing care.

B. Premises and Equipment. Facility will make available to Students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Facility will make available office, library and conference space for Students, if applicable.

C. Staff Supervision. The Facility shall provide staff supervision, in conjunction with the faculty from College, for the Students in the program.

D. Orientation. The Facility shall provide Students with training or appropriate written orientation materials to assist Students in the clinical educational experience at Facility.

E. Student/Faculty Evaluation. Facility will evaluate the performance of the Student on a regular basis using the evaluation form supplied by the College.

F. Emergency Services. On any day when a Student is participating in the clinical education program at its facilities, Facility will provide to such Student necessary emergency health care or first aid for accidents occurring in its facilities. The Student will be responsible for the costs of all care.

IV. Terms of Agreement

A. This Agreement shall commence upon full execution of the parties and shall remain effective for a term of three (3) years. Provided, however, that either party may terminate this contract upon thirty (30) days written notice at any time and for any reason.

B. It is understood and agreed that the parties to this agreement may revise or modify this Agreement by written amendment when both parties agree to such amendment.

C. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement.

V. Miscellaneous

A. Severability. The invalidity of any provision of this Agreement shall not affect the validity of any other provision.

B. Construction. The parties acknowledge that each party hereto has contributed to the drafting of this Agreement and that the rule of construction that an instrument shall be construed against the drafting party shall have no application to this Agreement.

C. Notice. All notices, demands, requests, or other communications required to be given or sent by College or Facility, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

1. To College:

   The School Board of Manatee County
   215 Manatee Ave W
   Bradenton, FL, 34205

2. To Facility:

   Lakewood Ranch Medical Center
   8330 Lakewood Ranch Boulevard
   Lakewood Ranch, FL, 34202
   Attn: CEO

   Mantee Memorial Hospital
   206 2nd Street East
   Bradenton, FL 34208
   Attn: CEO

D. Assignment. This Agreement or any obligations thereunder shall not be subcontracted or assigned except to an affiliate or purchaser of Facility.

E. Governing Law. This Agreement shall be construed in accordance with the laws of the state in which Facility is located.

F. Entire Agreement/Merger. This Agreement sets forth the entire agreement between the parties and supersedes all prior or contemporaneous agreements or understandings (whether oral or written), if any, between the parties with respect to the subject matter of this Agreement.

G. Amendment. No amendment to the Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

H. Captions. All heading or captions used in this Agreement are for ease of reference and will not alter or affect the meaning of any provision of this Agreement.

I. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed original, but all of which together shall constitute one and the same agreement. Scanned, photocopied and facsimile signatures shall be deemed original signatures.

J. No Right of Third Parties. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligations or liability of any third persons to any party to this Agreement, nor shall any provisions give any third person any right of subrogation or action over or against any party to this Agreement. Students described herein are specifically defined as and considered as third parties to this Agreement.

K. Waiver. Neither the waiver by any of the parties hereto a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

L. Arbitration.

1. Agreement to Arbitrate. Any controversy or claim arising out of or relating to this Agreement, or the breach, termination or validity thereof, shall be determined by arbitration in the County and State in which Facility is located, in accordance with the provisions of this Paragraph and the arbitration rules of the American Arbitration Association ("AAA") in effect on the date of this Agreement by a single arbitrator who is selected as provided in Paragraph 2 below. The arbitrator shall base the award on this Agreement and applicable law and judicial precedent. The arbitration shall be governed by the substantive and procedural laws of the State in which Facility is located, applicable to contracts made and to be performed therein. The decision of the Arbitrator shall be binding upon the parties and enforceable in the courts of the State in which Facility is located. Each party shall equally bear the costs of Arbitration.

2. Selection of Arbitrator. The arbitrator shall be mutually selected by the parties hereto and in the event the parties cannot agree on an arbitrator, then the arbitrator will be selected in accordance with the rules of the AAA in effect on the date of this Agreement.

3. Authority of Arbitrator. The arbitrator shall have the exclusive authority to decide the scope of issues to be arbitrated. Any challenge to the arbitrability of any issue related in any way to the matters or claims in dispute between the parties shall be determined solely by the arbitrator. Also, any challenge to the validity of this arbitration provision or any subpart thereof shall be determined and decided exclusively by the arbitrator.

4. Discovery; Arbitration Hearing. Notwithstanding any AAA discovery rules to the contrary discovery shall be limited to (1) the production, by all parties to the arbitration, to the other parties thereto of all documents and electronic or computer records relevant

or pertaining to any of the matters at issue; and (2) to allow each party to the arbitration to take five depositions, none of which may last more than four hours (exclusive of breaks and adjournments). These limits may be relaxed only upon the express agreement of each of the parties to the arbitration and the arbitrator. Notwithstanding any AAA rule to the contrary, the parties hereby agree that once the evidentiary hearing commences, it shall continue day-to-day until completed, with the exception of Saturdays, Sundays and legal holidays. Otherwise, the evidentiary hearing can only be adjourned by agreement of all of the parties and of the arbitrator for a period of time agreed upon by all of them.

IN WITNESS WHEREOF, the parties hereunto set their hands, the day and year first above written.

Facility

By: _____

Name: Ryan Chandler

Title: Group VP

Date: _____

College

By: _____

Name: Cynthia Saunders, Superintendent

Date: _____

By: _____
Chad Choate III, Chair
Date: _____

By: _____
Mitchell Teitelbaum, Esq., General Counsel
Date: _____

SCHOOL DISTRICT OF MANATEE COUNTY
Rider to Agreement

CONFLICTING TERMS: In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this rider shall control.

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

SOVEREIGN IMMUNITY: The parties acknowledge and agree that the School Board of Manatee County, Florida, as a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except to the extent specified in 768 28 of Florida Statutes No provision of the agreement shall constitute, or be interpreted as, a waiver of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

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

CUSTODIAN OF PUBLIC RECORDS: IF THE AFFILIATING SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATING SITES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian 215 Manatee Avenue W Bradenton, Florida, 34205 (941) 708-8770 SS
publicrecords@manateeschools net

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By _____
Superintendent, School District of Manatee County

Date_____ By: _____
Chair, School Board of Manatee County

Date_____ By: _____
Mitchell Teitelbaum, Esq General Counsel

Date 4/27/2023 By: _____
Tom Mcdougal
(Affiliating Site Authorized Signature)
Title: CEO -Acute

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/23/2022

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

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

PRODUCER	CONTACT NAME.	
MARSH USA Inc. 1717 Arch Street Philadelphia, PA 19103 Attn Healthcare.AccountsCSS@marsh.com Fax. 212 948-1307 LAKEW AWGH	PHONE (A/C, No, Ext).	FAX (A/C, No)
	E-MAIL ADDRESS.	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A	National Union Fire Ins Co of Pittsburgh PA	19445
INSURER B	AIU Insurance Co	19399
INSURER C	N/A	N/A
INSURER D		
INSURER E		
INSURER F		

INSURED
LAKEWOOD RANCH MEDICAL CENTER C/O UHS OF DELAWARE, INC 367 S GULPH ROAD KING OF PRUSSIA, PA 19406

COVERAGES **CERTIFICATE NUMBER:** CLE-006030838-33 **REVISION NUMBER:** 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER							$
A	AUTOMOBILE LIABILITY			6890150 (AOS)	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	[X] ANY AUTO			6890152 (VA)	01/01/2023	01/01/2024	BODILY INJURY (Per person)	$
B	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			6890151 (MA)	01/01/2023	01/01/2024	BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			080880475 (AOS)	01/01/2023	01/01/2024	[X] PER STATUTE [ ] OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]	N / A		080880476 (CA)	01/01/2023	01/01/2024	E L. EACH ACCIDENT	$ 2 000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			080880477 (WI)	01/01/2023	01/01/2024	E L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E L. DISEASE - POLICY LIMIT	$ 2,000,000

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

GENERAL LIABILITY LAKEWOOD RANCH MEDICAL CENTER IS SELF INSURED FOR $3,000,000 EACH AND EVERY OCCURRENCE FOR 01/01/23 – 01/01/24

HOSPITAL PROFESSIONAL LIABILITY LAKEWOOD RANCH MEDICAL CENTER IS SELF INSURED FOR $3,000,000 EACH AND EVERY OCCURRENCE FOR 01/01/23 – 01/01/24

EVIDENCE OF INSURANCE

CERTIFICATE HOLDER

LAKEWOOD RANCH MEDICAL CENTER
C/O UHS OF DELAWARE, INC
367 S GULPH RD
KING OF PRUSSIA, PA 19406

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2022

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

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

PRODUCER
MARSH USA Inc.
1717 Arch Street
Philadelphia, PA 19103
Attn Healthcare,AccountsCSS@marsh.com Fax. 212 948-1307

MANAT AWG

CONTACT NAME
PHONE (A/C, No, Ext), **FAX (A/C, No)**
E-MAIL ADDRESS

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A National Union Fire Ins Co of Pittsburgh PA	19445
INSURER B AIU Insurance Co	19399
INSURER C N/A	N/A
INSURER D .	
INSURER E	
INSURER F	

INSURED
MANATEE MEMORIAL HOSPITAL
C/O UHS OF DELAWARE, INC
367 GULPH ROAD
KING OF PRUSSIA, PA 19406

COVERAGES **CERTIFICATE NUMBER:** CLE-006659353-39 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE [ ] OCCUR [ ]						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$
	POLICY [ ] PRO-JECT [ ] LOC [ ]						PRODUCTS - COMP/OP AGG	$
	OTHER							$
A	AUTOMOBILE LIABILITY			6890150 (AOS)	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
A	X ANY AUTO			6890152 (VA)	01/01/2023	01/01/2024	BODILY INJURY (Per person)	$
B	OWNED AUTOS ONLY [ ] SCHEDULED AUTOS			6890151 (MA)	01/01/2023	01/01/2024	BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			080880475 (AOS)	01/01/2023	01/01/2024	X PER STATUTE [ ] OTH-ER	
B	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		080880476 (CA)	01/01/2023	01/01/2024	E L. EACH ACCIDENT	$ 2,000,000
B	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			080880477 (WI)	01/01/2023	01/01/2024	E L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E L. DISEASE - POLICY LIMIT	$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CIRF-336431-7008.AU,GL,WC
GENERAL LIABILITY MANATEE MEMORIAL HOSPITAL IS SELF INSURED FOR $3,000,000 EACH AND EVERY OCCURRENCE FOR 01/01/23 – 01/01/24
RE 206 SECOND STREET EAST, BRADENTON, FL 34208 / EVIDENCE OF COVERAGE PHARMACIST ADMINISTRATION OF VACCINE

CERTIFICATE HOLDER

MANATEE MEMORIAL HOSPITAL
C/O UHS OF DELAWARE
367 S. GULPH ROAD
KING OF PRUSSIA, PA 19406

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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DIVISION OF CORPORATIONS



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Fictitious Name Search
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Filing History

Fictitious Name Detail

Fictitious Name

MANATEE MEMORIAL HOSPITAL

Filing Information

Registration Number	G12000022854
Status	ACTIVE
Filed Date	03/06/2012
Expiration Date	12/31/2027
Current Owners	1
County	MANATEE
Total Pages	3
Events Filed	2
FEI/EIN Number	23-2798290

Mailing Address

206 SECOND STREET EAST
BRADENTON, FL 34208

Owner Information

MANATEE MEMORIAL HOSPITAL, L.P.
367 S. GULPH ROAD
KING OF PRUSSIA, PA 19406
FEI/EIN Number: 23-2798290
Document Number: B95000000040

Document Images

03/06/2012 -- Fictitious Name Filing — View image in PDF format

12/21/2022 -- Fictitious Name Renewal Filing — View image in PDF format

12/08/2017 -- Fictitious Name Renewal Filing — View image in PDF format

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Fictitious Name Search
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Filing History

DIVISION OF CORPORATIONS

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

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Filing History

Fictitious Name Search

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Fictitious Name Detail

Fictitious Name

LAKEWOOD RANCH MEDICAL CENTER

Filing Information

Registration Number	G03115900010
Status	ACTIVE
Filed Date	04/25/2003
Expiration Date	12/31/2023
Current Owners	1
County	MANATEE
Total Pages	4
Events Filed	3
FEI/EIN Number	23-2798290

Mailing Address

8330 LAKEWOOD RANCH BOULEVARD
LAKEWOOD RANCH, FL 34202

Owner Information

MANATEE MEMORIAL HOSPITAL, LIMITED PARTNERSHIP
367 SOUTH GULPH ROAD
KING OF PRUSSIA, PA 19406
FEI/EIN Number: 23-2798290
Document Number: B95000000040

Document Images

04/25/2003 -- REGISTRATION	View image in PDF format
11/21/2018 -- Fictitious Name Renewal Filing	View image in PDF format
07/11/2013 -- Fictitious Name Renewal Filing	View image in PDF format
06/23/2008 -- RENEWAL	View image in PDF format

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DIVISION OF CORPORATIONS



Detail by Entity Name

Foreign Limited Partnership
MANATEE MEMORIAL HOSPITAL, LIMITED PARTNERSHIP

Cross Reference Name

MANATEE MEMORIAL HOSPITAL, L.P.

Filing Information

Document Number	B95000000040
FEI/EIN Number	23-2798290
Date Filed	02/06/1995
State	DE
Status	ACTIVE
Last Event	LP AMENDMENT
Event Date Filed	02/05/2010
Event Effective Date	NONE

Principal Address

206 SECOND STREET EAST
BRADENTON, FL 34208

Changed: 04/13/2009

Mailing Address

206 SECOND STREET EAST
BRADENTON, FL 34208

Changed 02/23/2018

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301-2525

Name Changed: 01/31/2017

Address Changed: 01/31/2017

General Partner Detail

Name & Address

WELLINGTON REGIONAL MEDICAL CENTER, INC.
367 SOUTH GULPH ROAD
KING OF PRUSSIA, PA 19406

Annual Reports

Report Year	Filed Date
2021	04/16/2021
2022	04/19/2022
2023	04/05/2023

Document Images

04/05/2023 -- ANNUAL REPORT	View image in PDF format
04/19/2022 -- ANNUAL REPORT	View image in PDF format
04/16/2021 -- ANNUAL REPORT	View image in PDF format
04/03/2020 -- ANNUAL REPORT	View image in PDF format
04/12/2019 -- ANNUAL REPORT	View image in PDF format
02/23/2018 -- ANNUAL REPORT	View image in PDF format
01/31/2017 -- Reg. Agent Change	View image in PDF format
01/11/2017 -- ANNUAL REPORT	View image in PDF format
03/02/2016 -- ANNUAL REPORT	View image in PDF format
04/16/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/07/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
02/16/2010 -- ANNUAL REPORT	View image in PDF format
02/05/2010 -- LP Amendment	View image in PDF format
04/13/2009 -- ANNUAL REPORT	View image in PDF format
03/03/2008 -- ANNUAL REPORT	View image in PDF format
01/24/2007 -- ANNUAL REPORT	View image in PDF format
02/03/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
01/16/2004 -- ANNUAL REPORT	View image in PDF format
01/15/2003 -- ANNUAL REPORT	View image in PDF format
02/13/2002 -- ANNUAL REPORT	View image in PDF format
03/02/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
12/30/1998 -- ANNUAL REPORT	View image in PDF format
12/30/1998 -- Contribution Change	View image in PDF format
12/15/1997 -- ANNUAL REPORT	View image in PDF format
02/13/1997 -- ANNUAL REPORT	View image in PDF format
02/06/1995 -- DOCUMENTS PRIOR TO 1997	View image in PDF format

Florida Department of State Division of Corporations

AGENDA ITEM NO. 11.13

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Agreement Between the School Board of Manatee County and Siesta Village Dentistry, PA for Clinical Experience for Manatee Technical College (MTC) Dental Assisting Students for the 2023-2026 School Years, No Financial Impact

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

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

A copy of the agreement is attached for review.

Clinical Providers for Dental Assisting: Siesta Village Dentistry, PA

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

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

Recommendation
The Superintendent recommends approval of the new agreement between the School Board of Manatee County and Siesta Village Dentistry, PA 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:
Affiliation Agreement MTC Siesta Village Dentistry, Board Date 061323

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

AGREEMENT for affiliation with Siesta Village Dentistry P.A.

Address: 5136 Ocean Blvd Sarasota, FL 34242

This agreement is made this 13th day of June 2023 , between the School Board of Manatee County, Florida, d/b/a Manatee Technical College (hereafter called the School) and Siesta Village Dentistry P.A. (hereafter called the Affiliating Site).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TERM AND RENEWAL-- TERMINATION:

(a) **Term and Renewal:** This Agreement shall be in effect from the date of the signature of the School Board Chair for a period of three school years, from July 1, 2023 through June 30, 2026, upon which time the School and Affiliating Site have the option, without change to this Agreement, to extend this Agreement for a period of an additional three school years.

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

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

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

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Custodian of Public Records: IF THE AFFILIATING SITE HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE AFFILIATING SITES DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MEMORANDUM OF UNDERSTANDING, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian 215 Manatee Avenue W., Bradenton, Florida, 34205 (941) 708-8770
publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

Other Provisions:

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

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

Possession/Use/Under the Influence of Mind Altering Substances: Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or

substances delineated in Chapter 893, Florida Statutes, by Affiliating Site employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Affiliating Site. If a sub-contractor fails to terminate said employee or independent contractor, the Affiliating Site shall terminate its agreement with the sub-contractor. If the Affiliating Site fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

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

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

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, Siesta Village Dentistry P.A. and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By:

Superintendent, School District of Manatee County

Date_____ By:

Chair, School Board of Manatee County

Date_____ By:

Mitchell Teitelbaum, Esq. General Counsel

Date 5/17/23 By: Mulworath

(Affiliating Site Authorized Signature)

Title: CEO, dentist, DDS

EXHIBIT A

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

Student Exposure to Bloodborne Pathogens

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

MANATEE TECHNICAL COLLEGE

East Campus

Health Science Programs
Student Clinical Experience

Dental Assisting

1. Siesta Village Dentistry, PA

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

Jennifer Gilray, Ed.D.
Assistant Director

School Board of Manatee County

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

Cynthia Saunders
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. 01/12/2022

TAMYHU1 OP ID: KT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/31/2023

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

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

PRODUCER 800-467-8734 B&B Protector Plans, Inc - PSP 655 N. Franklin St. Suite 2000 Tampa, FL 33602	CONTACT NAME: Pamela Hall PHONE (A/C, No, Ext): 800-467-8734 FAX (A/C, No) 813-222-4288 E-MAIL ADDRESS: phall@bbprograms.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Aspen American Ins Co — 14149
INSURED My-Huong K Ta DDS 5812 Valente Place Sarasota, FL 34238	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER.						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER.							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			D027694-04	05/30/2023	05/30/2024	Per Claim	1,000,000
	(Claims-Made)			PRIOR ACTS DATE	05/30/2019		Aggregate	3,000,000

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

CERTIFICATE HOLDER

Insured's copy

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Pamela Hall

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DIVISION OF CORPORATIONS



Detail by Entity Name

Florida Profit Corporation
SIESTA VILLAGE DENTISTRY P.A.

Filing Information

Document Number	P20000081914
FEI/EIN Number	85-1378542
Date Filed	07/22/2020
Effective Date	09/06/2019
State	FL
Status	ACTIVE
Last Event	AMENDMENT AND NAME CHANGE
Event Date Filed	11/02/2020
Event Effective Date	NONE

Principal Address

5136 OCEAN BLVD
SARASOTA, FL 34242

Changed: 10/28/2020

Mailing Address

5812 VALENTE PLACE
SARASOTA, FL 34238

Registered Agent Name & Address

TA, MY-HUONG
5812 VALENTE PLACE
SARASOTA, FL 34238

Officer/Director Detail

Name & Address

Title CEO

TA, MY-HUONG
5812 VALENTE PLACE
SARASOTA, FL 34238

Annual Reports

Report Year	Filed Date
2021	05/29/2021

2022	02/10/2022
2023	01/23/2023

Document Images

01/23/2023 -- ANNUAL REPORT	View image in PDF format
02/10/2022 -- ANNUAL REPORT	View image in PDF format
05/29/2021 -- ANNUAL REPORT	View image in PDF format
11/02/2020 -- Amendment and Name Change	View image in PDF format
07/22/2020 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

AGENDA ITEM NO. 11.14

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the New Memorandum of Understanding (MOU) for Remote Site Education Between the School Board of Manatee County and Manatee County Government, Division of Animal Services at the Bishop Animal Shelter to Provide a Facility Offering Skills Competency Instruction and Practical Veterinary Assisting Experience for Students of the Veterinary Assisting Program from Manatee Technical College (MTC) for the 2023-2026 School Years, No Financial Impact

Executive Summary
Through this MOU, Manatee Technical College (MTC) will partner with Bishop Animal Shelter of Manatee County to conduct the Veterinary Assisting program. Per the MOU, MTC will provide the part-time instructor with didactic and lab learning, curriculum, and all data reporting to FLDOE. Bishop Animal Shelter S.P.C.A of Manatee County will provide a veterinarian for clinical/lab scenarios, a classroom, and a lab area.

A copy of the agreement is attached for review.

Veterinary Assistant Provider:· Manatee County Government, Division of Animal Services at the Bishop Animal Shelter

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 Memorandum of Understanding (MOU) for Remote Site Education between the School Board of Manatee County and Manatee County Government, Division of Animal Services at the Bishop Animal Shelter to provide a facility offering skills competency instruction and practical veterinary assisting experience for students of the Veterinary Assisting Program from Manatee Technical College (MTC) 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:
MOU - MTC and Bishop Animal Center, Board Date 061323

The School Board of Manatee County
d/b/a Manatee Technical College
Memorandum of Understanding (MOU)
for Remote Site Education
(2023-2026)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") made and entered into between Manatee County Government, Division of Animal Services at the Bishop Animal Shelter (hereinafter “Facility"), and Manatee Technical College, a Florida technical college (hereinafter "College"),

WHEREAS the College is an accredited provider of career and adult education promoting advances and innovations in workforce preparation and economic development while providing a learning environment that better serves the needs of a specific population group or a group of occupations, thus promoting diversity and choices within the public education and public postsecondary technical education community; and

WHEREAS the College plans to offer an accredited Veterinary Assisting program (the ''Program") for the benefit of the residents, workforce preparation and economic development of the County and surrounding areas; and

WHEREAS the Facility owns the property located at 5718 21st Avenue West, Bradenton, FL 34209, and has the capacity to offer skills competency instruction and practical veterinary assisting experience working with live animals for the students in the Program, at all times under the supervision of at least once licensed DVM, CVT, or veterinary assisting instructor.

WHEREAS the College wants to establish a partnership with the Facility to co-locate its Program at the Facility to use its physical resources and practical experience opportunities at no cost to the College; and

WHEREAS the start of the program is contingent upon approval from the Council on Occupational Education (COE) to have the facility as an educational site for the College; and

WHEREAS, the College, in partnership with the Facility, will offer the Veterinary Assisting program designed to prepare students with necessary skills in the relevant industry as well as in a veterinary hospital. Specific skills include sanitation, safety, restrain and control of select species, kennel production management, employability skills, animal behavior, client education, preventive medicine, basic lab diagnostic tests, surgical assisting, pharmacy protocol and posology. All students will be prepared with live work experience with the animals in the shelter and will be under the supervision of a Certified Veterinary Technician and a licensed Veterinarian. Upon completion of the program, students will be eligible to take the Certified Veterinary Assistant (CVA) exam.

NOW THEREFORE, the Facility and the College do memorialize and affirm their understanding with respect to these matters as follows:

1. The recitals above are true and are incorporated herein by reference.
2. The Facility and the College intend to enter into an agreement to establish the operational details of the Program and each party's responsibilities in connection therewith, which are anticipated to include the following:

TERM AND RENEWAL-- TERMINATION: 2026 (K) initial

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

(b) **Termination for Cause:** Both parties reserve their rights to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the other party has failed to comply with the conditions of the agreement. The terminating party shall promptly notify the other party in writing of the determination and the reasons for the termination, together with the effective date of the termination.

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

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

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

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

2. **Non-Discrimination:** Neither the College nor its personnel shall discriminate against any person on the basis of sex, race, creed, color, age, national origin, or disability, or any other enumerated category set forth in Federal or State laws.

3. **Incident/Injury Reporting:** The College shall be responsible for advising its personnel and students to report any incident/injury that occurs during the performance of any services by such personnel or students under this Agreement or that is witnessed as having occurred on the property of the Facility. Neither the College, the program, its personnel, nor the Facility shall be responsible for any medical care, counseling or other necessary follow up as a consequence of such incident/injury. The College, its personnel and students shall be responsible for compliance with any State or Federal statutes, regulations, rulings, or orders related to safe work practices and environment.

4. **Insurance:** During the term of this Agreement and any extension thereof, the College shall maintain, at its own cost and expense, professional liability insurance with minimum coverage of at least $1 million per occurrence and $3 million in the aggregate. If such coverage is pursuant to a claims-made policy, and it is terminated for any reason during the term of this Agreement or during a period of three (3) years after the termination of this Agreement, then the College will obtain and maintain tail or prior acts coverage for a period of three (3) years after termination thereof. In addition, the College 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. The College will provide a certificate of insurance verifying coverage, and then annually upon renewal. The College understands and agrees that the stipulated limits of coverage herein shall not be construed as a limitation of any potential liability to the County, and the County's failure to request evidence of coverage shall not be construed as a waiver of the College's obligation to provide and maintain the insurance coverage specified. The College will notify Facility in writing within two (2) business days of any cancellation or adverse modification of such insurance coverage. The College understands and agrees that the County does not waive its immunity, and nothing herein shall be interpreted as a waiver of the County's rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the County expressly reserves these rights to the full extent allowed by law. If the College fails to obtain or maintain the insurance required hereunder, Facility at its option may terminate this Agreement.

RESPONSIBILITIES OF FACILITY: The Facility shall perform all the following duties and obligations with due diligence, care, and in good faith.

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

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

3. Adequate time will be allowed for orientation of the student to the Facility.

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

5. Assignments in the Facility at no time will exceed that which permits good care for animals, exceeds state statutes, ratios or guidelines, and good learning practice. It is recognized that the

assignments may vary with the ability of the student and the conditions of the site.

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

7. The student will be subject to the rules and regulations of the Facility. The Facility will have the right to discontinue the training of any student on its premises, upon consultation with the College coordinator.

8. The student may be scheduled for assignment during regular operating hours of the Facility.

9. **Compliance with Jessica Lunsford Act:** The Facility will comply with the Jessica Lunsford Act. The School District of Manatee County and State of Florida require all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Providers, individuals, or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: http://www.manateeschools.net/pages/SDMC/Departments/District_Support_Services/Purchasing/Jessica_Lunsford_Act

10. The Facility is self-insured to the sovereign liability limits and maintains excess coverage to cover the potential Claims Bill liability. The School Board of Manatee County will be named as an additional insured.

11. **Indemnification:**
    The parties to this Memorandum of Understanding agree that this agreement is not intended to create any rights by either party to contractual indemnity. Any claims that may be brought against either party or both parties arising from this agreement shall be governed by Florida Statutes Section 768, as applicable.

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

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

Provision of Educational Experience*:* The Facility shall have adequate means for educational experiences, including:

- provide opportunities for observational and practice experiences in the animal shelter,

veterinary office, clinics and in other departments.

- assist in the orientation of the College personnel and students to the physical facilities, policies, and procedures of the facility, as required.
- allow the College personnel and students, at their own expense, to use cafeteria facilities, if available.
- retain overall responsibilities for quality of patient care.
- the facility shall certify to the College that it is licensed and the individual responsible for direction of the student is licensed in the State of Florida.

INDEPENDENCE OF THE PARTIES; NO CONNECTION TO REFERRALS: In the performance of their separate businesses, it is understood and agreed by Facility that the College and each shall be, and at all times is, an independent and unrelated entity acting and performing as a separate business. Accordingly, none of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between the College and Facility 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.

CONSTRUCTION AND INTERPRETATION

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

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

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

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

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

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

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

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

Equal Opportunity: The Facility 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 Facility further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, age, or marital status.

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

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

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

CUSTODIAN OF PUBLIC RECORDS:

IF THE COUNTY HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE COUNTY'S DUTY TO PROVIDE PUBLICRECORDS RELATING TO THIS CONTRACT, CONTACT THE

CUSTODIAN OF PUBLIC RECORDS: Public Records Custodian 215 Manatee Avenue W. Bradenton, Florida, 34205 (941) 708-8770 publicrecords@manateeschools.net

School District Policy: In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

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

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, Manatee County Government, Division of Animal Services at the Bishop Animal Shelter and Manatee Technical College have duly executed this Agreement.

THE SCHOOL DISTRICT OF MANATEE COUNTY

Date_____ By: _____

Superintendent, School District of Manatee County

Date_____ By: _____

Chair, School Board of Manatee County

By:

Date_____ _____

Legal Counsel, School District of Manatee County

Date April 25, 2023 By: _____ 4/25/23

Chairman, Board of County Commissioners,
Manatee County, Florida

ATTEST: MANATEE COUNTY
CLERK OF CIRCUIT COURT AND
COUNTY COMPTROLLER
BY: _____
DEPUTY CLERK

MANATEE COUNTY FLORIDA

Approved in Open Session 4/25/23
Manatee County
Board of County Commissioners

Board of County Commissioners
April 25, 2023 - Regular Meeting

Subject
Execution of a Memorandum of Understanding for Remote Site Education at the Bishop Animal Shelter between the School Board of Manatee County dba Manatee Technical College and Manatee County Government

Category
CONSENT AGENDA

Briefings
Briefing Provided Upon Request

Contact and/or Presenter Information
Sarah Brown, Chief, Division of Animal Welfare

Action Requested
Authorize the Chairman to execute a Memorandum of Understanding for Remote Site Education at the Bishop Animal Shelter between the School Board of Manatee County dba Manatee Technical College and Manatee County Government

Enabling/Regulating Authority
N/A

Background Discussion
This is a Memorandum of Understanding (MOU) for Remote Site Education. Manatee Technical College plans to offer an accredited Veterinary Assisting Program for the benefit of the residents, workforce preparation and economic development of the County and surrounding areas. The Bishop Animal Shelter (facility) has the capacity to offer a practical veterinary assisting experience working with live animals for the students in the program. This MOU establishes a partnership with Bishop Animal Shelter to locate the program at the facility. This program will prepare students with the necessary skills to work in a shelter setting or veterinary hospital. Some specific skills include sanitation, safety, restraint, animal behavior, prevention medication, diagnostic tests, surgical assistants and pharmacy protocols. Upon completion of the program, students will be eligible to take the Certified Veterinary Assistant (CVA) exam.

Attorney Review
Other (Requires explanation in field below) Polk

This document was revised and finalized by Assistant County Attorney Polk in cooperation with legal counsel from the School District of Manatee County.

Instructions to Board Records
Please send signed documents to Sarah.brown@mymanatee.org
Distributed 4/28/23, RT
Cost and Funds Source Account Number and Name
0010006800

Amount and Frequency of Recurring Costs
N/A

AGENDA ITEM NO. 11.15

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Bayshore High School - Painting & Roofing - Agreement Between Owner and Plunkett Raysich Architects, LLP, in the Amount of $94,500.00

Executive Summary
The purpose of the requested action is to enter into an agreement between Owner and Plunkett Raysich Architects, LLP, which will provide architectural and engineering services for Bayshore High School - Painting & Roofing. This will include schematic design, design development, and construction documents, along with coordination with the construction manager to complete the overall design and scope of work for the project.

The intent of the Bayshore High School Painting & Roofing includes, but is not limited to, the replacement of existing roof membranes and flashings with new ones on Buildings #1, #2, #3, #4, #8, and #16. Existing roof membranes have exceeded their useful life and require replacement. Work will include the replacement of Building #6's parapet coping. Additionally, the exterior walls, soffits, and exposed metal at buildings #1, #2, #3, #4, #6, #8, #9, #15, and #16 will be repainted. Exposed metal on walkways, columns, and railings will be repaired and repainted.

Bayshore High School Project Summary Sheet and Contract Summary are attached for reference.

This project does not require an Educational Plant Survey.

The Architect/Engineer Agreement is available for review at the Agency Clerk's Office.

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 Bayshore High School - Painting & Roofing - Agreement between Owner and Plunkett Raysich Architects, LLP, in the amount of $94,500.00.

Financial Impact
The fee for architectural and engineering services is $94,500.00. This fee is included in the total project budget requirement of $3,000,000.00. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Bayshore HS Painting & Roofing Summary Sheet
Bayshore HS Painting & Roofing AE Contract Summary & Exhibits

Bayshore High School - Painting & Roofing

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Plunkett Raysich Architects, LLP	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Willis A. Smith Construction, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Universal Engineering Services, LLC	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $ 3,000,000.00 (7/08/2022) Original Project Budget

HISTORY: Bayshore High School was completed in 1997. Building 6 was completed in 2007,and #5 was completed in 2017 The site consists of one parcel containing 46 acres, located at 5323 34th Street West in Bradenton. The total existing student station count is 2478. Roof replacement is required due to the existing roofs having exceeded their normal service life.

SCOPE: The Scope of Work includes, but is not limited to, the replacement of existing roof membranes and flashings with new on Building #1, #2, #3, #4, #8 and #16. Existing roof membranes have exceeded their useful life and require replacement. Work will include the replacement of building #6 parapet coping. Additionally, the exterior walls, soffits, and exposed metal at Buildings #1, #2, #3, #4, #6, #8, #9, #15, and #16 will be repainted. Exposed metal on walkways, columns and railings will be repaired and repainted.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 94,500.00	June 13, 2023	Pending	Architectural/Engineering Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 94,500.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 30,000.00	June 13, 2023	Pending	Pre-Construction Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 30,000.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
	$27,000.00		Pending	Plan Reviews, Permits & Inspection Services
TOTAL				

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
TOTAL	$0.00			

AGREEMENT BETWEEN OWNER AND ARCHITECT/ENGINEER
CONTRACT SUMMARY

Project and Location:

Bayshore HS
5401 34th Street West
Bradenton, FL 34210
Manatee County Florida

Total Project Budget:

Design Services	$ 120,000.00
Construction Services	$ 2,700,000.00
Owner Services	$ 180,000.00
FF&E Technology	N/A
Total Project Budget	$ 3,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	June 14, 2023
Date of Substantial Completion	TBD
Date of Final Completion	TBD

Architect/Engineer ("AE") Plunkett Raysich Architects, LLP
1970 Main Street, Suite 201
Sarasota, Florida 34236; Office: (941) 444-8845

Construction Manager ("CM") Willis A Smith
5001 Lakewood Ranch Blvd, Suite 100
Sarasota, Florida 34240; Office: (941) 366-3116

Section 1.4, Paragraph 1.4.3 Owner Construction Services Budget

Construction Costs	$ TBD
General Conditions	$ TBD
Overhead and Profit (CM Fee)	$ TBD
Preconstruction	$ 30,000.00
Unforeseen Conditions	$ TBD
Bond	$ .00
TOTAL	$2,700,000.00

Section 2.1, Paragraph 2.1.1 Lump Sum Architect/Engineering Fee

Basic Services	$ 85,500.00
Total Engineering Services	$ 9,000.00
Total A/E Fee	$ 94,500.00

Article 15: Special Provisions

Paragraph 15.3.1 Employment Eligibly Verification ("E-Verity"): - E-Verify Number: **1709020**

Exhibits

Exhibits "A" through "D" are attached for reference.

EXHIBIT A

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Coordinator	John Williams
SBMC Project Assistant	Patricia Ledezma
Architect	Plunkett Raysich Architects, LLP
Civil Engineers	N/A
Structural Engineer	Hees & Associates, Inc.
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Willis A. Smith Construction, Inc.
SBMC Instructional Member	Wendell Butler, Principal
SAC Member	N/A

EXHIBIT B

PERIODIC SITE VISITS

The A/E shall make a minimum of 10 site visits, including in coordinating with A/E Consultants and the CM as necessary, to become generally familiar with the progress and quality of the work and to determine if the work is proceeding in accordance with the Construction Documents

DISCIPLINE	NUMBER OF VISITS (minimum)
A/E	every 2 weeks
Structural Engineer	2 per project
MEP	N/A per project
Civil Engineer	N/A per project
Landscape Architect	N/A per project

EXHIBIT C

2.2.2.1 A/E
Plunkett Raysich Architects, LLP, 1970 Main Street, Suite 201, Sarasota, FL 34236

Classification	Title	Hourly Rate
Principals	President	$ 260.00
	Vice President	$ N/A
	Other Principals	$ 260.00
	Associate Architect	$ N/A
	Senior Project Architect	$ 240.00
Supervisory	Architects	$ 160.00
	Project Manager	$ 205.00
Intern Architect	Intern Architect	$ 85.00
Interiors	Interior Designer	$ 160.00
Technical Staff	Technician I	$ N/A
	Technician II	$ N/A
	Historic Preservation Specialist	$ N/A
	Clerical	$ N/A
	Expert Testimony	$ N/A

2.2.2.2 Civil Engineer
N/A

Classification	Hourly Rate
Principal Engineer/P.E.	$
Project Manager/P.E.	$
Project Engineer III/Project Manager III	$
Project Engineer II/Project Manager II	$
Project Engineer I/Project Manager I	$
Designer/Technician/Const. Observ. III	$
Designer/Technician/Const. Observ. II	$
Designer/Technician/Const. Observ. I	$
Draftsman/Illustrator III	$
Draftsman/Illustrator II	$
Draftsman/Illustrator I	$
Administrative/Clerical	$

2.2.2.3 Structural Engineer
Hees & Associates, Inc., 1381 Fifth Street, Sarasota, Florida 34236

Managing Principal	$ 200.00 / Hour
Expert Witness	$ 350.00 / Hour
Threshold Inspector	$ 175.00 / Hour
Engineering Manager	$ 160.00 /Hour
Project Engineer	$ 145.00 /Hour
Staff Engineer	$ 115.00 /Hour
Threshold Inspector Representative	$ 95.00 /Hour
Construction Administrator	$ 95.00 /Hour
CADD Designer	$ 115.00 /Hour
Clerical / Administrative	$ 65.00 /Hour
	$
	$

2.2.2.4 Mechanical, Electrical & Plumbing Engineer:
N/A

Division Director/Sr. Engineer	$
Sr. Engineer/Project Engineer	$
Engineer II/Design Specialist	$
Engineer I/Designer II	$
Graduate Engineer/Designer I/Technician II/ Executive Secretary	$
Technician I/Division Secretary	$
Secretary/Receptionist/Clerk	$

2.2.2.5 Landscape Architect:
N/A

Principal	$
Associate	$
Draftsman	$
Secretarial	$

2.2.2.6 Other:

EXHIBIT D

A. **The Project SCOPE OF WORK** includes, but is not limited to, the replacement of existing roof membranes and flashings with new on Building #1, #2, #3, #4, #8 and #16. Existing roof membranes have exceeded their useful life and require replacement. Work will include the replacement of Building #6 parapet coping. Additionally, the exterior walls, soffits, and exposed metal at Buildings #1, #2, #3, #4, #6, #8, #9, #15, and #16 will be repainted. Exposed metal on walkways columns and railings will be repaired and repainted.

B. **Project Schedule:**

1.	Project Start	June 14, 2023, Notice to Proceed Date (NTP)
2.	Bid/Permit Contract Documents	8 weeks after start
3.	Building Permit	1 week after permit set is submitted
4.	Construction Phase: Code Inspections	6 months after Notice to Proceed to contractor

Schedule is approximate and depends on weather and other circumstances.

PLUNKETT RAYSICH
ARCHITECTS, LLP

May 3, 2023

William Horton
Director of Construction Services
School District of Manatee County
1 Matzke Way, Building 7, Bradenton, FL 34206-9069

FEE PROPOSAL:
Professional Architectural & Engineering Design Services for Reroof of Bayshore HS Bldgs 1-4

Dear Mr. Horton,
We thank you and the School District of Manatee County for the opportunity to propose on professional architectural and engineering services for the Reroof and paint of Bayshore HS Bldgs 1,2,3, & 4 at 5401 34th St W, Bradenton, FL 34210.

We understand the budget to be $3 million dollars and the scope of services to include:

1. Prepare permit/construction drawings and specifications detailing the requirements for the Reroof and paint of Buildings 1,2,3, & 4. Review and analyses of appliable codes and standards.
    a. Document existing conditions
    b. Evaluate columns & roof conditions.
    c. Document re-roof and paint locations based on owner direction & budget.
        i. Includes plans, elevations, details, specifications as required.
2. Attend regularly scheduled Design Meetings with the Owner and Contractor as required in-person or via Video Conference.
3. Provide Construction Administration Services during the construction phase and until 60 days after the date the Architect issues a Certificate of Substantial Completion.
    a. Attend bi-weekly Owner-Architect-Contractor Construction Meetings, Substantial Completion/Punch List and Final Completion Meetings.
    b. Respond to Requests for Information (RFIs)
    c. Advise and consult with the Owner during the construction process.
    d. Review Shop Drawings and Submittals
    e. Evaluate the Contractor's requests for payment, including supporting data, and certify the amounts due the Contractor for work, products, and materials installed in the project.

FEES

Architectural Design and Construction Documents, Engineering Coordination and Construction Administration:	$85,500
Structural Engineering and Construction Documents and Construction Administration:	$ 9,000

Complete Fee $94,500.00

We genuinely appreciate this opportunity to partner with you and The School District of Manatee County and look forward to our first successful project together. Please do not hesitate to discuss this proposal with us. We intend to provide superior value to the School District and only provide those services you deem necessary to meet the needs and expectations of the project.

Best Regards,

John Holz, AIA, NCARB, LEED AP B+C

Partner in Charge, Sarasota

Plunkett Raysich Architects, LLP

AGENDA ITEM NO. 11.16

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Manatee High School - Painting & Roofing - Agreement Between Owner and Creative Contractors, Inc. - Pre-Construction Services, in the Amount of $22,225.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Creative Contractors, Inc. This agreement authorizes pre-construction services necessary to provide Painting & Roofing located at Manatee High School.

The intent of Manatee High School Painting & Roofing project includes, but is not limited to, the replacement of existing roof membranes and flashings with new ones on buildings #1, #2, #3, #4, #9, #10, and #11. The existing roof membranes have exceeded their useful life and require replacement. Additionally, paint the exposed steel roof structure and other exposed steel between buildings #2 and #5 and paint the west elevation of building #2. Replace bird netting between building #2 and #5.

Manatee High School Painting & Roofing - Project Summary Sheet and Contract Summary are attached for reference.

This project does not require an Educational Plant Survey.

The Construction Manager Agreement is available for review at the Agency Clerk's Office.

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

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

Recommendation
The Superintendent recommends approval of Manatee High School - Painting & Roofing - Agreement between Owner and Creative Contractors, Inc. - Pre-Construction Services, in the amount of $22,225.00.

Financial Impact
The construction management fee for pre-construction services is not to exceed $22,225.00 and is included in the total project budget requirement of $3,500,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed.
Project funded by Capital Funds.

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Manatee HS Painting & Roofing CM Contract Summary & Exhibits
Manatee HS Painting & Roofing Summary Sheet

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Manatee HS Painting & Roofing
902 33rd Street Court West. Bradenton, FL 34205, Manatee County, Florida

Total Project Budget:

Design Services	$	140,000.00
Construction Services	$	3,150,000.00
Owner Services	$	210,000.00
FF& E Technology		N/A
Total Project Budget	$	3,500,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	June 13, 2023
Date of Substantial Completion	TBD @ GMP Approval
Date of Final Completion	TBD @ GMP Approval

Architect/Engineer ("AE") Williamson Dacar Associates, Inc.
15500 Lightwave Drive, Suite 106
Clearwater, Florida 33760; Office: (727) 725-0951

Construction Manager ("CM") Creative Contractors, Inc.
101 Creative Way
Clearwater, Florida 33759; Office: (727) 461-5522

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget:

Construction Costs	TBD @ GMP Approval
General Conditions	TBD @ GMP Approval
Overhead and Profit (CM Fee)	TBD @ GMP Approval
Preconstruction	$ 22,225.00 (Approval 6/13/2023)
Unforeseen Conditions	TBD @ GMP Approval
Bond	TBD @ GMP Approval
TOTAL	$ 3,150,000.00

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ TBD @ GMP Approval

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ TBD @ 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 42.48 % of wages and 34.58% 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 0.81% amount or the invoice amount and General Liability insurance will be charged at the rate of 0.45% of the GMP amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of 0.35%

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards 0.125%

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: 1423106

Exhibits:

Exhibits "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Van Mitchell	Regional Manager	50%
Dirk Johnson	Superintendent	100%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John Williams
SBMC Project Assistant	Patricia Ledezma
Architect	Williamson Dacar Associates, Inc.
Consulting Engineers	N/A
Structural Engineer	N/A
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Creative Contractors, Inc.
SBMC Instructional Member	Sharon Scarborough, Principal
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. **THE SCOPE OF WORK** includes, but is not limited to, the replacement of existing roof membranes and flashings with new on building #1, #2, #3, #4, #9, #10 and #11. The existing roof membranes have exceeded their useful life and require replacement. Additionally, painting the exposed steel roof structure and other exposed steel between building #2 and #5 and paint west elevation of building #2. Replace bird netting between building #2 and #5.

B. **Project Schedule:**

1.	Project Start	June 14, 2023, Notice to Proceed Date (NTP)
2.	Bid/Permit Contract Documents	8 weeks after start
3.	Building Permit	1 week after permit set is submitted
4.	Construction Phase: Code Inspections	6 months after Notice to Proceed to contractor

Schedule is approximate and depends on weather and other circumstances.

CREATIVE CONTRACTORS INC.

April 20, 2023

Mr. Darrell Phillips, Project Director
School District of Manatee County
Department of Construction Services
1 Matzke Way
Bradenton, Fl. 34208

Re: Manatee High School Roofing & Painting Project
Pre-Construction Services Proposal

Dear Darrell,

This letter is to serve as a formal agreement between Creative Contractors Inc. and the School District of Manatee County for Creative Contractors, Inc. to provide preconstruction services for the Manatee High School Roofing and Painting project as outlined in this document. The anticipated project budget as defined by the Department of Construction Services is $3,500,000 and is broken down as $2,500,000 for the roofing portion and $1,000,000 for the painting portion of the project.

By signing this letter agreement below, Creative Contractors will proceed with preconstruction services at a cost not to exceed $ 22,225.00 (Twenty-Two Thousand Two Hundred Twenty-Five and 00/100 dollars). Actual hourly labor rates along with reimbursable costs will be billed monthly. The approximate anticipated duration for preconstruction services is 3 months.

Either party, for whatever reason, can cancel this agreement with ten days written notice. All preconstruction cost incurred to date of cancellation will be fully reimbursed.

PRECONSTRUCTION SERVICES

- Estimating:
  1. Pre-Schematic budget(s)
  2. Schematic Design estimate(s)
  3. Design Development estimate(s)
  4. Construction Documents estimate(s)

- Arranging for document reproduction and distribution
- Site investigation/utility location services
- Phasing and scheduling
- Meetings and interactions with Vendors and Subcontractors
- Publishing cost and schedule information
- Value Enhancement cost options and recommendations
- Optional building systems analysis and recommendations

CREATIVE CONTRACTORS INC.

- Mobilization/staging plans
- Construction Schedules
- Status reports
- Systems estimates
- Recommendations of project constructability
- Recommendations of project maintainability
- Sales Tax Savings Analysis
- Permitting assistance

We look forward to working with you and your team on this exciting project.

Sincerely,

Van Mitchell

Van Mitchell, Regional Manager
Senior Project Manager

Accepted:

_____ Date: _____
Darrell Phillips, Project Director

Cc: Josh Bomstein, President
Jerry Siminski, CCO
James Cacini, V.P. Chief Estimator

Manatee High School - Painting & Re-Roofing

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Williamson Dacar Associates, Inc.	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Creative Contractors, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Universal Engineering Services, Inc.	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $ 3,500,000.00 (7/8/2022) Original Project Budget

HISTORY: Manatee High School was reconstructed beginning in 1997. In 2007 and 2010, the District purchased lots adjacent to the school for future campus expansion. In 2023, renovations to the football stadium grandstand seating and parking were renovated. In 2015, the kitchn HVAC system was replaced. Currently renovations to the CCTV Studio 618 are being conducted. The site consists of one parcel containing 32 acres, located at 902 33rd Street Court West in Bradenton. The total existing student stations is 2753. Roof replacement is required due to the existing roof have exceeded thier normal service life.

SCOPE: THE SCOPE OF WORK includes, but is not limited to, the replacement of existing roof membranes and flashings with new on buildings #1, #2, #3, #4, #9, #10 and #11. The existing roof membranes have exceeded their useful life and require replacement. Additionally, painting the exposed steel roof structure and other exposed steel between building #2 and #5 and paint west elevation of building #2. Replace bird netting between building #2 and #5.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 143,279.00	June 13, 2023	Pending	Architectural/Engineering Services
TOTAL	$143,279.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 22,225.00	June 13, 2023	Pending	Pre-Construction Services
Amendment 1:				
TOTAL	$ 22,225.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
	$ 33,750.00		Pending	Plan Reviews, Permits & Inspection Services
TOTAL				

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
TOTAL	$ -			

AGENDA ITEM NO. 11.17

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Freedom Elementary School - Classroom Addition - Change Order 3 - Agreement Between Owner and McIntyre, Elwell & Strammer General Contractors - Reduction in the Amount of $245,072.94

Executive Summary
The purpose of the requested action is to approve Change Order 3 to the Agreement between Owner and McIntyre, Elwell & Strammer General Contractors, which will reduce the Guaranteed Maximum Price (GMP) for materials purchased under the Direct Materials Purchase program in order to save sales tax.

Freedom Elementary School Classroom Addition School Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Freedom Elementary School - Classroom Addition - Change Order 3 - Agreement between Owner and McIntyre, Elwell & Strammer General Contractors - reduction in the amount of $245,072.94.

Financial Impact
The amount of Change Order 3 is ($245,072.94). The revised Guaranteed Maximum Price is $3,575,160.78 and is included in the total project budget of $4,550,000.00. Project funded by Capital funds.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Freedom Elementary Classroom Addition Summary Sheet
Freedom Classroom Addition CO 3

Freedom Elementary School - Classroom Addition (8 Pack)

PROJECT DIRECTOR: Darrell Phillips

ARCHITECT/ENGINEER: Harvard Jolly Architects — Currently on the District's continuing contracts list
CONSTRUCTION MANAGER: McIntyre Elwell & Strammer General Contractors, Inc. — Currently on the District's continuing contracts list
BUILDING OFFICIAL: N/A

PROJECT BUDGET:

$ 4,550,000.00	Revised Total Project Budget (Budget Workshop 8/12/2022)
$ 3,932,400.00	Original Total Project Budget (12/14/21)

HISTORY: Freedom Elementary School was built in August 2003 and has 756-student stations The school is located north of State Road 64 and adjacent to Carlos B. Haile Middle School.

SCOPE: The scope of work as documented in 100% construction documents dated June 1, 2022 will include, but is not limited to, an eight (8) classroom building addition adding 160 student stations, and adding student restrooms adjacent to the existing covered playground structure.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 182,200.00	December 14, 2021	Approved	Architectural / Engineering Services
Phase III Plans:	$ -	August 9, 2022	Approved	Construction Documents
TOTAL	$ 182,200.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	October 27, 2020	Approved	District's Continuing Contracts List
Agreement:	$ 15,000.00	December 14, 2021	Approved	Pre-Construction Services
Amendment 1:	$3,894,408.00	August 9, 2022	Approved	Guaranteed Maximum Price - Amendment 1
Change Order 1:	$ (83,938.00)	December 13,2022	Approved	Deduct Direct Materials Purchased
Change Order 2:	$ (5,236.28)	December 13,2022	Approved	Deduct Sales Tax Savings
Change Order 3:	$ (245,072.94)	June 13, 2023	Pending	Deduct Direct Materials Purchased
TOTAL	$3,575,160.78			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
	-			
TOTAL	-			

SCHOOL BOARD OF MANATEE COUNTY
Department of Construction Services
Change Order

PROJECT: **Freedom Elementary**
Classroom Addition
9515 State Road 64 East
Bradenton, FL 34221

CHANGE ORDER NUMBER: 003

CHANGE ORDER DATE:

TO: (Contractor):
McIntyre Elwell & Strammer GC, Inc.
1645 Barber Road
Sarasota, FL 34240

ARCHITECT'S PROJECT NO: N/A

CONTRACT FOR: General Construction

MES-22-032

CONTRACT DATE: *12/15/2021*

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

Deduct the value of Owner Purchase Order written per Direct Materials Purchase Program.

Description	Vendor	SBMC Purchase Order #		Value
DMP (Materials)	Electric Supply / NCN Electric	00086597	$	(19,159.00)
DMP (Materials)	Graybar Electric / NCN Electric	00086596	$	(24,012.61)
DMP (Materials)	Seaman Corp / Crowther Roofing	00087003	$	(35,360.80)
DMP (Materials)	Cook & Boardman dba Pinnacle Door & Hardware	00087328	$	(73,400.00)
DMP (Materials)	Interface Americas, Inc. / Spectra Contract Flooring	00089045	$	(12,482.09)
DMP (Materials)	Dal Tile Distribution / Spectra Contract Flooring	00089047	$	(7,053.23)
DMP (Materials)	Florida Visual Display Products, Inc. dba Florida Chalkboard Co.	00089044	$	(11,200.00)
DMP (Materials)	FBM / Gulfshore Drywall, Inc.	00089045	$	(38,700.26)
DMP (Materials)	Peachtree Protective	00093089	$	(6,795.59)
DMP (Materials)	Hydrologic / LT Plumbing	000xxxx	$	(16,909.36)
	Total of Summary		$	**(245,072.94)**

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

The original Contract Sum was	$ 15,000.00
Net Changes by previously authorized Change Orders and/or Amendments	$ 3,805,233.72
The Guaranteed Maximum Price prior to the Change Order was	$ 3,820,233.72
The Guaranteed Maximum Price will be decreased by this Change Order	($245,072.94)
The new Guaranteed Maximum Price including this Change Order will be	$ 3,575,160.78
The Contract time will be ***unchanged*** by	Zero (0) Days
The date of Substantial Completion as of the date of the Change Order is	6/1/2023

Harvard Jolly Architecture	McIntyre Elwell & Strammer General Contractors, Inc.	School Board of Manatee County
Architectural Firm	Construction Manager	Owner
6000 Cattlemen Blvd #204	1645 Barber Road	1 Matzke Way
Sarasota, FL 34232	Sarasota, FL 34240	Bradenton, FL 34208
By:	By:	By:
	Mark T. Freeman, President	
Date:	Date: 4/14/2023	Date:

AGENDA ITEM NO. 11.18

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Palmetto High School - Partial Replacement Project - Agreement Between Owner and Gilbane Building Company - Amendment 4 - Guaranteed Maximum Price, in the Amount of $1,585,013.00 for a Total Guaranteed Maximum Price of $36,757,781.00 (Funded by Non-Profit Food Service Fund)

Executive Summary
The purpose of the requested action is to approve Amendment 4 to the Agreement between Owner and Gilbane Building Company, which modifies the Guaranteed Maximum Price (GMP) for the Palmetto High School - Partial Replacement. The scope of work consists of purchasing Food Service Equipment for the New Cafetorium at Palmetto High School, based upon the attached equipment list. All cost will be funded through Food Service.

Palmetto High School - Partial Replacement Project Summary Sheet is attached for reference.

This project does not require an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Palmetto High School - Partial Replacement Project - Agreement Between Owner and Gilbane Building Company - Amendment 4 - Guaranteed Maximum Price, in the Amount of $1,585,013.00 for a Total Guaranteed Maximum Price of $36,757,781.00 (Funded by Non-Profit Food Service Fund).

Financial Impact
The amount of Amendment 4 is $1,585,013.00. The Guaranteed Maximum Price, including this Amendment 4 is $36,757,781.00 and is included in the total project budget requirement of $39,000,000.00. **This Amendment is funded by the Non-Profit Food Service Fund with the remainder of the Project funded by Capital Funds**.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Project Summary Sheet
PHS Partial Building Replacement CM Amendment 4

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:	$	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.

DEPARTMENT OF EDUCATION

APPROVED SPOT SURVEY: No

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
TOTAL	$ 2,297,325.00			

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	Pending	Remaining Food Service Equipment
TOTAL	$36,757,781.00			

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 & CONSTRUCTION MANAGER

Amendment #: 4 **Amendment Date:** _____

This form is to be used for any revision to the established Guaranteed Maximum Price.

Project Name: Palmetto High School - Partial Replacement
Construction Manager: Gilbane Building Company
Construction Manager Address: 1950 Ringling Blvd., Ste. 301
Sarasota, Florida 34236

The work is as follows: The scope of work consists of purchase and installation of remaining Food Service Equipment for the New Cafetorium at Palmetto High School, based upon the attached equipment list. All cost will be funded through Food Service.

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: 07/2024

Amount of Amendment: $ 1,585,013.00
Previous Amount of GMP: $35,172,768.00
New Total Amount of GMP: $36,757,781.00

CONSTRUCTION MANAGER:

By: _____ By: _____

Name/Title: James Caldwell / Area Leader Name/Title: Thomas Thrasher / Senior Vice President

As Witnessed: _____

Signed by Brad Gordon
Secretary
BGordon@GilbaneCo.com
2023-05-26 13:08:22 GMT-04:00

Gilbane Building Company
(Name of Corporation)
(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

Palmetto High School Partial Replacement Food Service Equipment - GMP Cost Summary		
Items Included in Gilbane GMP		
Material, Freight (est. DMP Value)	$	358,176
Est. Sales Tax on DMP Materials	$	20,992
Labor, Taxes	$	56,307
Total	**$**	**435,475**
Not in Gilbane GMP - Items Originally Determined to be funded by FNS and Now Added to Gilbane Scope of Work		
Trade Contractor Material, Freight (est. DMP Value)	$	1,344,524
Trade Contractor Est. Sales Tax on DMP Materials	$	78,900
Trade Contractor Labor, Taxes	$	21,910
Safety Awards (0.2%)	$	2,891
Subcontractor Default Insurance (1.3%)	$	18,789
GL Insurances (0.997%)	$	14,410
Builders Risk (Allowance) (1.25%)	$	18,067
Payment and Performance Bond (0.695%)	$	10,045
CM Fee (5%)	$	75,477
Change Order 01 Total	**$**	**1,585,013**

PALMETTO HIGH SCHOOL - FOOD SERVICE EQUIPMENT SCHEDULE vs. FUNDING SOURCE

ITEM #	QTY	DESCRIPTION	KEY	FUNDING SOURCE	ESTIMATED
1	1	Air Curtain	GC	DCS	$2,380.84
2	2	Mop Sinks	KES	DCS	$0.00
9	1	Walk In Cooler	GC	DCS	$159,341.65
10	1	Condensing Unit	KES	DCS	Incl.
11	1	Evap Coil	KES	DCS	Incl.
14	1	Walk In Freezer	KES	DCS	Incl.
15	1	Condensing Unit	KES	DCS	Incl.
16	1	Evap Coil	KES	DCS	Incl.
23	4	Hand Sink	KES	DCS	$729.24
23.A	4	Wall / Splash Mount Faucet	KES	DCS	$893.88
30	1	Exhaust Hood w/ MUA	KES	DCS	$49,895.62
30.1	1	Fans	KES	DCS	Incl.
30.2	1	Fire System	KES	DCS	Incl.
30.3	1	Factory Services	KES	DCS	Incl.
30.4	1	Backsplash Wall Panels	KES	DCS	Incl.
31	1	Floor Trough	KES	DCS	$2,638.12
32	3	Floor Trough	KES	DCS	$5,147.07
33	1	Convection Oven, Gas	KES	DCS	$23,535.14
33.1	1	Safety System Moveable Gas Connector	KES	DCS	$242.53
40	1	Floor Trough	KES	DCS	$1,415.58
41	1	Roll-Thru Refrigerator	KES	DCS	$14,994.94
42	1	Roll-Thru Heated Cabinet	KES	DCS	$13,591.61
45	2	Dual Swing Doors	KES	DCS	$5,777.44
46	1	L Shaped SDT	KES	DCS	$5,745.60
46.A	1	Pre-Rinse Faucet Assembly	KES	DCS	$347.14
48	1	Dishwasher, Conveyor Type	KES	DCS	$53,154.60
48.A	1	Water Filtration System, for Warewashing Units	KES	DCS	$413.52
49	1	Booster Heater	KES	DCS	Incl.
50	1	CDT	KES	DCS	$3,211.38
55	1	Floor Trough	KES	DCS	$2,638.12
56	1	Hand Sink	KES	DCS	$182.31
56.A	1	Wall / Splash Mount Faucet	KES	DCS	$223.47
58	1	Floor Trough	KES	DCS	$1,431.38
59	1	Pant Leg Duct	GC	DCS	$0.00
60	1	Dish Fan	KES	DCS	$1,098.96
69	1	Railings	GC	DCS	$0.00
70	1	Menu Monitors	GC	DCS	$0.00
		Walk-In Erection	KES	DCS	$27,432.00
		Existing Equipment Install	KES	DCS	$4,500.00
		Submittals/Travel/Project Management	KES	DCS	$12,000.00
		Textura	KES	DCS	$3,750.00
		Equipment Installation			$6,500.00
		Freight			$9,145.67
		Tax			$23,117.00
		DCS Total Trade Costs			**$435,474.81**
3	1	Receiving Table w/ Drawer	KES	FNS	$3,708.99
4	1	Overshelf	KES	FNS	$482.22
5	35	Wire Shelving	KES	FNS	$3,050.04
6	5, 55, 10	Wire Shelving	KES	FNS	$4,423.68
7	5	Dunnage Rack	KES	FNS	$715.80
8	3	Can Rack	KES	FNS	$7,221.00
12	4, 44, 8	Wire Shelving	KES	FNS	$4,355.84
13	4	Dunnage Rack	KES	FNS	$475.12

17	4, 44, 8	Wire Shelving	KES	FNS	$4,355.84
18	4	Dunnage Rack	KES	FNS	$475.12
19	1	Sink, (2) Two Compartment	KES	FNS	$8,382.42
19.A	1	Pantry Faucet	KES	FNS	$166.54
19.C	1	Pre-Rinse Faucet Assembly	KES	FNS	$347.14
20	2	Overshelf	KES	FNS	$574.56
21	2	Overshelf	KES	FNS	$964.44
22	1	Disposer	KES	FNS	$4,149.97
24	2	Work Table w/ Drawer	KES	FNS	$5,786.64
25	1	Work Table w/ Drawer	KES	FNS	$3,457.62
26	1	Work Table w/ 4 Drawer	KES	FNS	$5,786.64
27	1	Work Table w/ 3 Drawer	KES	FNS	$4,673.43
28	2	Can Opener	KES	FNS	$965.80
29	1	Work Table w/ Drawer and Sink	KES	FNS	$5,017.14
29.A	1	Deck Mount Faucet	KES	FNS	$172.40
34	3	Convection Oven, Gas	OWNER	FNS	$0.00
34.A	3	Safety System Moveable Gas Connector	KES	FNS	$727.59
35	2	Convection Steamer, Gas	KES	FNS	$55,338.88
35.A	1	Water Filtration System, for Steam Equipment	KES	FNS	$696.72
35.B	2	Safety System Moveable Gas Connector	KES	FNS	$665.61
36	1	Landing Table	KES	FNS	$1,113.21
37	1	Hose Reel	KES	FNS	$3,351.59
38	1	Ice Machine	EXISTING	FNS	$0.00
38.A	1	Water Filtration System, for Ice Machines	KES	FNS	$615.42
39	1	Ice Bin	EXISTING	FNS	$0.00
43	2	Roll-Thru Refrigerator	OWNER	FNS	$0.00
44	2	Roll-Thru Heated Cabinet	OWNER	FNS	$0.00
47	1	Disposer	KES	FNS	$3,930.80
51	1	Overshelf	KES	FNS	$430.92
52	15	Wire Shelving	KES	FNS	$2,622.33
53	1	Sink, (3) Three Compartment	KES	FNS	$7,556.49
53.A	2	Pantry Faucet	KES	FNS	$320.80
54	1	Overshelf w/ Pot Rack	KES	FNS	$954.18
57	1	Hose Reel	KES	FNS	$3,351.59
62	1	Washer	GC	FNS	$0.00
63	1	Dryer	GC	FNS	$0.00
64	1	Laundry Table	KES	FNS	$1,374.84
65	5	Wire Shelving	KES	FNS	$317.13
66	3	Serving Lines	KES	FNS	$541,303.38
66.C	3	Refrigerated Display Case, Slide In Counter	KES	FNS	$39,243.15
67	3	Serving Lines	KES	FNS	$541,303.38
67.C	3	Refrigerated Display Case, Slide In Counter	KES	FNS	$39,243.15
68	6	POS System	OWNER	FNS	$0.00
71	1	Trash Cans	OWNER	FNS	$0.00
72	1	Utility Carts	OWNER	FNS	$0.00
73	1	Pan Racks	OWNER	FNS	$0.00
		Equipment Installation			$24,085.60
		Freight			$30,354.33
		Tax			$76,724.98
		Subtotal Trade Costs			$1,445,334
		Safety Awards			$2,891
		Subcontractor Default Insurance			$18,789
		GL Insurances			$14,410
		Builders Risk (Allowance)			$18,067
		Payment and Performance Bond			$10,045
		CM Fee			$75,477
		FNS Total			**$1,585,013**

AGENDA ITEM NO. 11.19

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Tara Elementary School - Campus Renovations and Addition - Pre-Construction Agreement Between Owner and Creative Contractors, Inc., Amendment 3, in the amount of $222,212.11

Executive Summary
The purpose of the requested action is to approve Amendment 3 to the Pre-Construction Agreement Between Owner and Creative Contractors, Inc., which authorizes additional pre-construction services necessary to provide construction management at-risk services for the Campus Renovations and Addition at Tara Elementary School. This Amendment is for the escalation of Pre-K and Kindergarten Playground Equipment to accommodate project phasing.

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

This project does not require an Educational Plant Survey.

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

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

Recommendation
The Superintendent recommends approval of Tara Elementary School - Campus Renovations and Addition - Pre-Construction Agreement between Owner and Creative Contractors, Inc., Amendment 3, in the amount of $222,212.11.

Financial Impact
The amount of Amendment 3 is $222,212.11. The revised Pre-Construction Service fee is $4,615,703.11 and is included in the total project budget requirement of $35,259,423.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project funded by Capital Funds**.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
TAE Renovations Summary Sheet
TAE Renovations and Additions - Amendment 3 - Additional Preconstruction

Tara Elementary School - Campus Renovations and Additions

PROJECT DIRECTOR: John Williams

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

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

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

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

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 1,966,079.00	July 26, 2022	Approved	Architectural/Engineering Services
Amendment 1:	$ 170,992.00	February 14, 2023	Approved	Add'l Architectural/Engineering Services
Amendment 2:	$ 12,525.75	April 11, 2023	Approved	Add'l Architectural/Engineering Services
TOTAL	$ 2,149,596.75			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$ 74,206.00	July 26, 2022	Approved	Preconstruction Services
Amendment 1:	$ 247,589.00	February 28, 2023	Approved	Add'l Pre-Construction Services
Amendment 2:	$ 4,071,696.00	Mach 28, 2023	Approved	Add'l Pre-Construction Services
Amendment 3:	$222,212.11	June 13, 2023	Pending	Add'l Pre-Construction Services
TOTAL	$ 4,615,703.11			

BUILDING OFFICIAL

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

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$8,350.00	July 22, 2022	N/A	Asbestos Survey
Agreement:	$41,100.00	October 04, 2022	N/A	Commissioning
Agreement:	$24,000.00	September 20, 2022	N/A	Construction Documentation
Agreement:	$18,900.00	August 02,2022	N/A	Property Survey
Agreement:	$6,500.00		N/A	Subsurface Soil Exploration and Geotechnigal Eng.
TOTAL	$98,850.00			

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 Guaranteed Maximum Price.

Project Name: Tara Elementary School – Campus Renovations & Addition
Construction Manager: Creative Contractors, Inc.
Construction Manager Address: 852 62nd Street Circle East, Suite #103, Bradenton, Florida 34208

The work is as follows: The purpose of the requested action is to approve Amendment 3 to the Pre-Construction Agreement Between Owner and Creative Contractors, Inc., which authorizes additional pre-construction services necessary to provide construction management at risk services for the Campus Renovations and Addition at Tara Elementary School. This scope of work is for the escalation of Pre-K and Kindergarten Playground Equipment to accommodate project phasing.

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: _____

Amount of Amendment: $ 222,212.11
Previous Amount of GMP: $ 4,393,491.00
New Total Amount of GMP: $ 4,615,703.11

CONSTRUCTION MANAGER:

By: Jim Cacini By: _____

Name/Title: JIM CACINI VP/Chief ESTIMATOR Name/Title: _____

As Witnessed: MARK ANTHONY

Creative Contractors, Inc.
(Name of Corporation)

(Corporate Seal)

CREATIVE CONTRACTORS, INC. CORPORATE SEAL 1974 FLORIDA

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES
Amendment #3 - Phase 1 Pre-K & Kindergarten Playground - Shade Option
BUDGET SUMMARY

Project: **Tara Elementary School Renovation Project** Date: 5/23/2023

Contractor: **Creative Contractors, Inc.**

ITEM	ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:		
Schedule of Values for Construction	$200,619.21	
Sub Total		**$200,619.21**
General Conditions:		
General Conditions:	$700.00	
General Requirement	$0.00	
Sub Total		**$700.00**
Overhead & Profit (Overall Project)	$9,492.06	
Sub Total		**$9,492.06**
Pre-Construction Expenses		
	$0.00	
Sub Total		**$0.00**
Unforseseen Conditions:	$6,143.73	
Sub Total		**$6,143.73**
Bond and Insurance:		
Bond	$1,785.46	
General Liability	$963.91	
Subcontractor Default Insurance	$2,507.74	
Builders Risk - By Owner	$0.00	
Sub Total		**$5,257.11**
GMP TOTAL		**$222,212.11**

CREATIVE CONTRACTORS INC.

CREATIVE CONTRACTORS, INC.
TARA ELEMENTARY SCHOOL RENOVATION PROJECT
May 23, 2023
Pre-K and *Kindergarten* Playground Equipment - Shade Option
AMENDMENT #3 - COST SUMMARY

	DESCRIPTION		COST	SF	$/SF
CONSTRUCTION COST SUMMARY					
1	Advanced Recreational Concepts, LLC		$130,817.60	N/A	$130,817.60
2	Play Space Services, Inc.		$46,341.61	N/A	$46,341.61
3	Additional Site Work		$23,460.00	N/A	$23,460.00
	SUBTOTAL CONSTRUCTION COST OF THE WORK		**$200,619.21**	0.00	$ 200,619.21
GENERAL COSTS					
	SDI Insurance		$2,507.74		
	General Conditions		$ -		
	General Requirements		$700.00		
	Builders Risk Insurance		By Owner		
	Liability Insurance .45%	0.45%	$963.91		
	Team Construction Contingency	3.00%	$6,143.73		
	Construction Management Fee	4.50%	$9,492.06		
	Payment & Performance Bond	0.81%	$1,785.46		
	SUBTOTAL GENERAL COSTS		**$21,592.89**		#DIV/0!
	TOTAL CLASSROOM PORTABLE COST			**$222,212.11**	**#DIV/0!**

JOB TITLE: TARA ELEMENTARY SCHOOL RENOVATION PROJECT
AREA DESCRIPTION Pre-K and Kindergarten Playground Equipment - Shade Option
ESTIMATE TITLE AMENDMENT #3 - COST SUMMARY

DATE: 5/23/2023
SQFT: -
DURATION: 4.0 WEEKS

	DESCRIPTION	QUAN	UNT	UNIT LAB	TTL LAB	UNIT MAT'L	TTL MAT'L	UNIT SUB	TOTAL SUB	TOTAL	TOTAL $/SF
	Sitework										
02001	Sod removal - if required	17,000	s.f.		-		-	0.23	3,910.00	3,910.00	#DIV/0!
02001	Re-Grading as required	17,000	s.f.		-		-	1.15	19,550.00	19,550.00	#DIV/0!
	Temporary Fencing Subtotal									***23,460.00***	***#DIV/0!***
	Playground Equipment										
02860	Pre-K & Kindergarten Playground Equip.	1	each		-		-	177,159.21	177,159.21	177,159.21	#DIV/0!
	Classroom Portables Subtotal									***177,159.21***	***#DIV/0!***
	SUB TOTAL:				-		-		200,619.21	200,619.21	#DIV/0!
	TAX & BURDEN:			0.32	-	0.065	-		N/A	0.00	#DIV/0!
					-		-		200,619.21	200,619.21	#DIV/0!
								COST CHECK:		200,619.21	#DIV/0!
	Pre-K and Kindergarten Playground Equipment - Shade Option									**200,619.21**	**#DIV/0!**

CREATIVE CONTRACTORS INC.

Tara Elementary School Renovation
Pre-K and Kindergarten Playground Equipment - $
GC's / GR's Worksheet

	Durations	Construction	12/15/23 - 1/15/24
Mos		Mos	1.0
Weeks		Weeks	4
Days		Days	30

	General Conditions	Notes	Unit		Rate	Cost
	B. Construction					
1	Job Office/Trailer/Stairs/Insurance			0.0	$0.00	$0.00
2	Trailer set up/removal			0.0	Included	Included
3	Temporary Electric Set up	Job Cost			w/electrical	$0.00
4	Storage Trailers			0.0	$0.00	$0.00
5	Storage Trailers - Stored Material			0.0	By Subs	By Subs
6	Scaffolding	Job Cost	N/A			
7	Lift Equipment/Lull/Forklift			0.0	$0.00	$0.00
8	Tools/Small and Rental			2.0	$0.00	$0.00
9	Misc. Equipment / Fuel			0.0	$0.00	$0.00
10	Temporary Power (CCI/ SDMC)	Trailers Only		0.0	$0.00	$0.00
11	Temporary Power - Construction			0.0	By Owner	By Owner
12	Temporary Power - Temp Generator		N/A			
13	Temporary Water setup	Job Cost		0.0		
14	Temporary Water			0.0	$0.00	$0.00
15	Temporary Toilets	per toilet		1.0	$250.00	$250.00
16	Trash Removal/Dumpsters	pulls		1.0	$450.00	$450.00
17	Laborer / Flagman/ Site maintenance	Job Cost		2.0	$0.00	$0.00
18	Protection of Finishes	Job Cost	Job Cost			
19	Jobsite Fire Extinguishers			0.0	$0.00	$0.00
20	Temporary Partitions/Dust Control	Job Cost	Job Cost			
21	First Aid Supplies Z-medical, etc			0.0	$0.00	$0.00
22	Ice/Water/Cups			0.0	$0.00	$0.00
23	Jobsite & Construction Signage			0.0	$0.00	$0.00
24	Jobsite Drone Photos & Videos			0.0	$0.00	$0.00
25	Jobsite Security (2) Pro Vigil		N/A			
26	Earthcam		N/A			
27	Earthcam - Monthly Service		N/A			
28	Office Furniture/Supplies/Comp			0.0	$0.00	$0.00
29	Procore / Bluebeam			0.0	$0.00	$0.00
30	CPM			0.0	$0.00	$0.00
31	Postage /Courier			2.0	$0.00	$0.00
32	Jobsite Telephone/Internet			2.0	$0.00	$0.00
33	CCI Owned Golf Cart Maint			0.0	$0.00	$0.00
34	Document Reproduction			0.0	$0.00	$0.00
35	Copier w/Copies	rent		0.0	$0.00	$0.00
36	Closeout Documents & As-Builts	Job Cost	Job Cost			
37	Holding Tank (Dbl. Wide)	allowance (2 trailers)		0.0	$0.00	$0.00
38	Holding Tank Hook up / Water		N/A			
39	Project sign			0.0	$0.00	$0.00
40	Safety Signage / Gear / PPE			2.0	$0.00	$0.00
41	Final Cleaning	Job Cost	Job Cost			
42	Wax VCT / 3 coats	Job Cost	Job Cost			
43	Window Cleaning	Job Cost	Job Cost			
44	Hand Wash Station			0.0	$0.00	$0.00
45	Disinfectant Supplies / Hand Sanitizer			0.0	$0.00	$0.00
46	Trailer Maintenance Clean & Disinfect			0.0	$0.00	$0.00
51	Classroom Furniture Move Out / Move In			0.0	$0.00	$0.00
52	All Required Permits					By Owner
	B. Construction Sub-Total					$700

	General Conditions	Notes					
	C. Construction Personnel						
1	Project Executive	w/34.58% burden	0	manhours	115.53	$	-
2	Sr. Project Manager	w/34.58% burden	0.0	week	3845.00	$	-
3	Assistant Project Manager	w/34.58% burden	0.0	week	2649.72	$	-
4	Project Superintendent	w/34.58% burden	0.0	week	3858.72	$	-
5	Asst Project Superintendent	w/34.58% burden	0.0	week	2942.26	$	-
6	Foreman	w/34.58% burden	0.0	week	2210.92	$	-
7	Project Administrator @ 35%	w/34.58% burden	0.0	week	595.77	$	-
8	Safety Manager	w/34.58% burden	0	manhours	70.87	$	-
9	Audit Prep Work	w/34.58% burden	0	manhours	58.95	$	-
10	Project Estimator	in fee					
11	Mobile Phone -Sr. PM		0.0	per month	110.00	$	-
12	Mobile Phone - Asst. PM	incl ipad	0.0	per month	110.00	$	-
13	Mobile Phone - Admin		0.0	per month	55.00	$	-
14	Mobile Phone - Supt	incl ipad	0.0	per month	110.00	$	-
14	Mobile Phone - Asst. Supt	incl ipad	0.0	per month	110.00	$	-
15	Mobile Phone - Foreman	incl ipad	0.0	per month	85.00	$	-
	C. Construction Personnel Sub- Total					$	-
					Per Month:		$0.00

TOTAL GENERAL CONDITIONS (A + B + C)	**$700.00**

Advanced Recreational Concepts, LLC
3125 Skyway Circle
Melbourne, FL 32934
Phone: 321-775-0605 / Fax: 321-242-2216

Proposal

Organization Creative Contractors, Inc
852 62nd ST Cir. E #103
Bradenton, FL 34208

Prepared For Van Mitchell
Ship To Tara Elementary School
6950 Linger Lodge Rd E
Bradenton, FL 34203

Date	5/17/2023
Quotation #	25188
Prepared By	Matt Gagnon
Payment Terms	Net 30
Prices Valid Until	6/15/2023
Project Name	Playgrounds 2-5 & 5-12
Customer Phone	
County	Manatee

Product ID	Description	Qty	U/M	Price	Total
PR-R5	R5 Custom Play System - R50B8BF4C	1		61,755.10	61,755.10T
	Discount based on Manatee County School District #21-0053-MR, -2% on Playcraft Products			-1,235.10	-1,235.10
PR-R35	R35 Custom Play System - R35C44FAC	1		36,061.22	36,061.22T
	Discount based on Manatee County School District #21-0053-MR, -2% on Playcraft Products			-721.22	-721.22
A2-2123-AB	PC 2123-8ft Arch Swing Bay (2 Seat) AB	2		1,829.59	3,659.18T
	Discount based on Manatee County School District #21-0053-MR, -2% on Playcraft Products			-73.18	-73.18
A2-2123	PC 2123-8ft Arch Swing Bay (2 Seat)	2		2,953.06	5,906.12T
	Discount based on Manatee County School District #21-0053-MR, -2% on Playcraft Products			-118.12	-118.12
540407	Border Timber w/ Stake	101		67.00	6,767.00T
	Discount based on Manatee County School District #21-0053-MR, -2% on Playcraft Products			-135.34	-135.34
1205-1	Access Ramp (1-Section, Male Pivot)	2		828.57	1,657.14T
	Discount based on Manatee County School District #21-0053-MR, -2% on Playcraft Products			-33.14	-33.14
A3-4286-6G	4286-6G 6ft Bench (w/ Back, GM)	2		858.00	1,716.00T
	Special Project Donation on two 6 ft Benches			-1,716.00	-1,716.00
A2-313010	Belt Seat	8		175.51	1,404.08T
	Discount based on Manatee County School District #21-0053-MR, -2% on Playcraft Products			-28.08	-28.08
Freight	Freight	1		8,500.00	8,500.00
				0.00	0.00

100% Financing Available – Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal	$123,365.66
Sales Tax	$ 7,451.94
Total	$ 130,817.60

Signature _____ Print Name/Title _____ Date _____ P.O. # _____

Upon acceptance of this proposal please sign above and initial the 'ARC Site Preparation Check List' and the 'ARC General Terms and Conditions' exhibits attached. Please return initialed copies to ARC.

Play Space Services, Inc.
Innovative Solutions

3127 Skyway Circle # 101
Melbourne, Fl. 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 5/17/2023

Proposal # 23682

Payment Terms: Net 30

Customer Phone:

Customer Fax:

Proposal Valid Until: 6/15/2023

Organization: Creative Contractors, Inc
852 62nd ST. Cir. E #103
Bradenton, FL 34208

Project: Playgrounds 2-5 & 5-12

Ship To: Tara Elementary School
6950 Linger Lodge Rd E
Bradenton, FL 34203

Prepared for: Van Mitchell

Sales Rep MTG

DESCRIPTION

Installation of-
- (1) R35 Custom Play System - R35C44FAC
- (1) R5 Custom Play System - R50B8BF4C
- (2) PC 2123-8ft Arch Swing Bay (2 Seat) AB
- (8) Belt Seat
- (2) PC 2123-8ft Arch Swing Bay (2 Seat)
- (101) Border Timber w/ Stake
- (2) Access Ramp (1-Section, Male Pivot)
- (2) 4286-6G 6ft Bench (w/ Back, GM)

Price based on Manatee County School District #21-0053-MR, -37% of Playcraft Products Total after Discounts.
Price Includes concrete for footers and rental equipment required for installation.
Note: Dumpsters and haul away provided by others.

TOTAL: $42,500.30
Filter Fabric - Delivery and Installation: 6231.25 Sq.Ft. (incl. 25% for overlap) @ $0.68 per Sq.Ft.

TOTAL: $4,237.25
Supply, delivery and installation of ADA Wood Mulch: 200 cu. yd.
Price based on Manatee County School District (MCSD) #21-0053-MR, @ $85.00 per cu.yd.
Additionally Discounted to $77.00 per cu.yd.

TOTAL: $15,400.00
Additional installation discount.

TOTAL: -$16,092.55

Grand Total - $46,045.00

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

Subtotal	**$46,045.00**
Sales Tax	**$ 296.61**
TOTAL	**$ 46,341.61**

Signature: Print Name/Title: _____ Date _____ P.O. # _____

The above quotation is based upon site access for heay equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

Play Space Services, Inc.
Innovative Solutions

3127 Skyway Circle # 101
Melbourne, Fl. 32934
Phone 1-321-775-0600 Fax 1-321-242-2216
Toll Free - 888-653-7529

PROPOSAL

Date: 5/17/2023

Proposal # 23682

Payment Terms: Net 30

Customer Phone:
Customer Fax:

Proposal Valid Until: 6/15/2023

Organization: Creative Contractors, Inc
852 62nd ST. Cir. E #103
Bradenton, FL 34208

Project: Playgrounds 2-5 & 5-12
Tara Elementary School

Ship To 6950 Linger Lodge Rd E
Bradenton, FL 34203

Prepared for: Van Mitchell

Sales Rep MTG

DESCRIPTION

INCLUSIONS:
Proposal includes the following: labor and insurance in accordance with manufacturer specifications. State of Florida Contractors Licensing.
EXCLUSIONS:
Proposal does not include the following: prevailing wage differences, performance bonds, site damages for sprinkler systems and sod, and access to construction site, additional insurance, union fees, fall height testing, drainage, plans, engineered drawings.
Items to be managed by customer unless otherwise stated in proposal:

- Site security and safety requirements while job is in progress.
- Customer to provide 110 electrical power and water required for proper installation
- All underground utilities be marked prior to installation.
- Provide waste receptacle to accommodate construction debris.
- Provide benchmark for required elevation to be established.
- Complete site preparation , excavation and disposal of spoil.
- Provide required permitting and administration.
- Landscaping.
- Masonry repairs.

PROJECT NOTES:

- Pricing is based on unrestricted access to site for large machinery
- Pricing is based on staging/delivery area being next to installation area
- Pricing is based on offloading of equipment on site and immediate installation
- Customer is responsible for verifying the accuracy of all quantities and dimensions included in this estimate.

*Total Price reflects all portions of the project being accepted. Should any portion of the job not be picked up, a new quote will be generated.

100% Financing Available - Flexible Terms
Ask Your ARC Sales Representative For More Information

In the unlikely event that Play/Space is required to file civil action or institute any collection efforts against customer, customer agrees to pay any and all costs, fees, expenses and attorney fees incurred by PlaySpace, regardless of whether suit is actually filed, and including but not limited to any and all costs, fees, expenses and attorney fees incurred on appeal or in any post judgement collection efforts or proceedings.

Signature: _____... Print Name/Title: _____ Date _____P.O. #_____

The above quotation is based upon site access for heay equipment and soil conditions of 2000 PSI. If during excavation of foundations necessary per manufactureres specifications conditions exceed normal, our contractor shall notify the owner immediately. This shall include all types of rock, vegetation and any unforseen hazards. There will be additional charges incurred to clear the area and or the abutement hole so that installation can be completed.

AGENDA ITEM NO. 11.20

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Palm View K8 and Samoset Elementary Schools - Administrative Office Enhancements - Agreement Between Owner and Willis A. Smith Construction - Amendment 1 - Guaranteed Maximum Price, in the Amount of $506,163.00

Executive Summary
The purpose of the requested action is to approve Amendment 1 to the Agreement between Owner and Willis A. Smith Construction, which authorizes the Guaranteed Maximum Price (GMP) in the amount of $506,163.00. The scope of work includes, but is not limited to, the separation of the visitors from the school staff within a walled lobby area, teller-type windows, counter with amplified speakers, new doors with magnetic locks, fire alarm, remote door releases, existing counters to be replaced with four receptionist/secretarial stations, cameras in the lobby at Palm View K8 and Samoset Elementary Schools.

The Palm View K8 and Samoset Elementary School - Administrative Office Renovations Summary Sheet is attached for reference.

This project is included in the Educational Plant Survey 5.1.

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

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

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

Recommendation
The Superintendent recommends the approval of the Palm View K8 and Samoset Elementary Schools - Administrative Office Enhancements - Agreement between Owner and Willis A. Smith Construction - Amendment 1 - Guaranteed Maximum Price, in the Amount of $506,163.00.

Financial Impact
The Guaranteed Maximum Price for the Administrative Office Enhancements at Palm View K8 and Samoset Elementary Schools is $506,163.00 and is included in the total budget requirements of $644,566.84. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
PVE and SME - Office Renovations Summary Sheet
PVE and SME - Admin. Office - Amend 1 GMP

Palm View and Samoset Elementary School - Security Office Renovations

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.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: Yes

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	December 14, 2021	Approved	Selection Process
Agreement:	$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	Pending	Guaranteed Maximum Price
TOTAL	$ 513,898.00			

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

AMENDMENT TO THE AGREEMENT BETWEEN OWNER & CONSTRUCTION MANAGER

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

This form is to be used for any revision to the established Guaranteed Maximum Price.

Project Name: Palm View K-8 and Samoset Elementary Schools – Admin. Office Security Renovations
Construction Manager: Willis A. Smith Construction
Construction Manager Address: 5001 Lakewood Ranch Blvd. N., Sarasota, Florida 34240

The work is as follows: The scope of work will include, 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.

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: _____

Amount of Amendment: $ 506,163.00
Previous Amount of GMP: $ 7,735.00
New Total Amount of GMP: $ 513,898.00

CONSTRUCTION MANAGER:

By: Dawn M. Laidlaw By: Nathan Carr

Name/Title: Dawn M. Laidlaw Corporate Secretary Name/Title: Nathan Carr VP

As Witnessed: _____

Willis A. Smith Construction, Inc. (Name of Corporation)

(Corporate Seal)

OWNER:
SCHOOL BOARD OF MANATEE COUNTY, FLORIDA:

Approved As to Form: _____, Project Director

_____, Director

_____, Deputy Superintendent

Superintendent of Schools: _____

School Board Chairman: _____

Witness: _____

SCHOOL DISTRICT OF MANATEE COUNTY
DEPARTMENT OF CONSTRUCTION SERVICES

G.M.P. BUDGET SUMMARY

Project: **Palm View K-8 and Samoset Elementary Schools - Admin. Office Security** Date: 5/23/2023

Contractor: **Willis A. Smith Construction**

ITEM		ITEM AMOUNT	TOTAL AMOUNT
Construction Expenses:			
02C	Demolition	$11,250.00	
06A	Carpentry and Installation	$8,030.00	
06E	Architectural Woodwork/Casework	$23,730.00	
08A	Doors/Frames/Hardware	$14,700.00	
08E	Glass/Glazing	$54,700.00	
09A	Framing and Drywall	$30,650.00	
09D	Celings	$7,840.00	
09E	Flooring	$19,846.00	
09I	Painting and Coatings	$13,500.00	
10B	Signage	$1,475.00	
12B	Furnishings and Accessories	$28,935.00	
21A	Fire Suppression	$6,500.00	
22A	Plumbing	$4,493.00	
23A	HVAC	$18,362.00	
26A	Electrical	$88,059.00	
	Sub Total		**$332,070.00**
General Conditions:			
01A	General Conditions - See attached for breakdown	$85,094.00	
	Sub Total		**$85,094.00**
Overhead & Profit (Overall Project)		$46,377.00	
	Sub Total		**$46,377.00**
Pre-Construction Expenses		INC IN PREV CONTRACT	
	Sub Total		
Unforseseen Conditions:		$33,373.00	
	Sub Total		**$33,373.00**
Bond:			
Insurances (Builder's Risk, Payment/Performance Bond)		$9,249.00	
	Sub Total		**$9,249.00**
GMP TOTAL			**$506,163.00**

QUALIFICATIONS & CLARIFICATIONS

Scope of Work

- Complete Construction Management (CM) services for your project.
- All work to be per drawings and specifications prepared by Sweet Sparkman dated April 19, 2023 ; as listed in Exhibits C (plans log) and D (specifications log), unless otherwise noted in the clarifications and exclusions listed below.

- Pre-bid RFI responses: Pre-bid RFI #1, RFI #2.
- Proposal does not include cost/time impacts pertaining to permit plan review comments received after the date of this proposal.
- The Project Schedule shall be 2 Months based on the attached Project Schedule. Construction to commence after issuance of building permit and receipt of executed contract or Purchase Order.
- Proposal is good until **June 19, 2023**. Approval after this date is subject to repricing.

Guaranteed Maximum Price

● The Guaranteed Maximum Price (GMP) for your project is	$	513,898

Clarifications

General

- Proposal is based on normal working hours (Monday - Friday 7:00am - 3:30pm).
- Includes sales tax on all materials provided to the project. There is no Direct Material Purchase on this project.
- The amount for Payment/Performance Bond included in this GMP Estimate is a lump sum value.
- The amount for Insurance/Risk Management included in this GMP Estimate shall be billed as a lump sum value upon approval of this GMP and issuance of the Notice to Proceed.
- The Contractor Fee/Overhead included in this GMP Estimate is a lump sum value.
- The Unforeseen Conditions Fund amount included in this proposal is for Contractor's use for items that are a legitimate cost of the renovation work, including material cost increases, but do not constitute a change order.
- Retainage shall not be held on "soft cost" portions of the work such as General Conditions, Carpentry/Installations, Insurance, Bonds, and Fee/Overhead.
- This GMP Estimate is not a line item GMP; the Construction Manager may transfer funds between any line items in order to properly execute the Work.
- Notice To Proceed (NTP) issuance to be derived from a mutually agreed upon field start date.
- Includes badging and requirements for compliance with Jessica Lunsford Act while school is in session.

Architectural Millwork/Casework/Finish Carpentry

- Includes standard color Wilsonart plastic laminate countertops and plastic laminate wall cabinets

Doors/Frames/Hardware

- Includes (1) pair wood doors at new conference room and (1) new aluminum storefront door in secured lobby area at Samoset Elementary.
- All other doors/frames and hardware for both Samoset and Palm View are to be "re-used"

Glass and Glazing

- Interior Storefront and Aluminum Doors are expected to be 14-16 weeks leadtime **from the point of field measuring (mid-summer)**

QUALIFICATIONS & CLARIFICATIONS

Framing and Drywall

- Includes level 4 drywall orange peel finish

Allowances

● Flooring	$	19,846

Alternates

- SEE ALTERNATES TAB

Exclusions

- Permit Fees.
- All Security Cameras (To be provided by Owner)
- Any unforeseen conditions not previously identified, listed on the drawings or visible to the naked eye.
- Furnish or installation of any owner equipment not specifically called out on Contract Documents as responsibility of CM
- Builders Risk coverage, including all deductibles, are by owner.

Renovation Work

- Any relocation or rework of existing systems, piping, raceways not specifically key noted on the bid documents.
- Any moisture mitigation and/or mold removal/remediation
- Hazardous materials survey/abatement, Asbestos abatement, Lead paint abatement.
- Removal, storage, delivery or reinstallation of owner-furnished equipment, furnishing, etc.

Palm View K-8 & Samoset Elementary Security Reno
School Board of Manatee County

Guaranteed Maximum Price
May 22, 2023

Schedule	2 months summer work + 3 weeks return time during school
Project Area (Square Feet)	1,474

DIVISION	SCOPE OF WORK		TOTAL	COMMENTS
01A	General Conditions		85,094	
02C	Demolition		11,250	
06A	Carpentry and Installations		8,030	
06E	Architectural Woodwork/Casework		23,730	
08A	Doors/Frames/Hardware		14,700	
08E	Glass/Glazing		54,700	
09A	Framing and Drywall		30,650	
09D	Ceilings		7,840	
09E	Flooring		19,846	Allowance
09I	Painting and Coatings		13,500	
10B	Signage		1,475	
12B	Furnishings and Accessories		28,935	
21A	Fire Suppression		6,500	
22A	Plumbing		4,493	
23A	HVAC		18,362	
26A	Electrical		88,059	
	SUBTOTAL		417,164	
	Unforeseen Conditions Fund		33,373	8.00%
	SUBTOTAL	$	450,537	
	Preconstruction Expenses		7,735	
	SUBTOTAL	$	458,272	
	Insurance/Risk Management		5,499	1.20%
	Builder's Risk Insurance		0	By Owner
	SUBTOTAL	$	463,771	
	Contractor Fee/Overhead		46,377	10.0%
	SUBTOTAL	$	510,148	
	Payment/Performance Bond		3,750	0.735%
	GRAND TOTAL	**$**	**513,898**	
	Accepted Alternates	$	-	
	GRAND TOTAL WITH ALTERNATES	$	513,898	

Palm View K-8 & Samoset Elementary Security Reno
School Board of Manatee County

Proposed Alternates
May 22, 2023

NO.	DESCRIPTION	DIRECT COSTS	TOTAL MARKUP	TOTAL AMOUNT	ACCEPTED (Y/N)	ACCEPTED AMOUNT	COMMENTS
	Contractual Alternates				**SUBTOTAL**	**$0**	*Totals from items below this line*
1	Install 3m Scottshield Protective Film and Caulking for NEW GLAZING ONLY, does not include existing glazing	8,825	2,046	10,871	N	-	
2	Contractual Alternate 2		0	0	N	-	
3	Contractual Alternate 3		0	0	N	-	
4	Contractual Alternate 4		0	0	N	-	
5	Contractual Alternate 5		0	0	N	-	
6	Contractual Alternate 6		0	0	N	-	
7	Contractual Alternate 7		0	0	N	-	
8	Contractual Alternate 8		0	0	N	-	
9	Contractual Alternate 9		0	0	N	-	
10	Contractual Alternate 10		0	0	N	-	
	Voluntary Alternates				**SUBTOTAL**	**$0**	*Totals from items below this line*
1			0	0	N	-	
2			0	0	N	-	
3			0	0	N	-	
4			0	0	N	-	
5			0	0	N	-	
6			0	0	N	-	
7			0	0	N	-	
8			0	0	N	-	
9			0	0	N	-	
10			0	0	N	-	
	ALTERNATES TOTAL					**$0**	

Palm View K-8 & Samoset Elementary Security Reno

School Board of Manatee County
May 22, 2023

GENERAL CONDITIONS

Direct Management Costs	Months	Allocation	Hours	Hourly Rate	Total	
Project Executive	2.75	5%	24	138	3,289	
Preconstruction Director		0%	0		0	
Preconstruction Project Manager		0%	0		0	
Preconstruction Administrative Assistant		0%	0		0	
Senior Project Manager		0%	0		0	
Project Manager	2.75	40%	191	60	11,440	
Assistant Project Manager		0%	0		0	
Project Engineer		0%	0		0	
General Superintendent		0%	0		0	
Sr. Superintendent		0%	0		0	
Superintendent	2.75	100%	477	72	34,320	
Assistant Superintendent	2.75	100%	477	58	27,646	
Administrative Assistant	2.75	5%	24	44	1,049	
Accounting Support						
Contracts Administration		0%	0		0	
Cost Control Administration		0%	0		0	
Warranty Coordination & Administration		0%	0		0	
Project Accountant		0%	0		0	
Carpenter		0%	0		0	
SUBTOTAL					Subtotal	$77,744

Direct Administrative Costs	Quantity	Unit	Unit Cost	Total	
Correspondence (Postage/Courier Services)		MO		0	
Photographs		LS		0	
Plan Cost		LS		0	
Permit/Impact Fees		LS		0	
Professional Fees		LS		0	
Jessica Lunsford Act		MO		0	
Groundbreaking/Topping Out Ceremonies		LS		0	
Miscellaneous Expenses	1	LS	1,500	1,500	
Project Management Information Systems (PMIS)	2	MO	325	650	
As-Built/Record Drawings		LS		0	
Punch List	1	LS	1,500	1,500	
SUBTOTAL				Subtotal	$3,650

Direct Safety Costs	Quantity	Unit	Unit Cost	Total	
Safety Consultant	2	MO	175	350	
Safety Guard Rails		LS		0	
PPE (Personal Protection Equipment)		LS		0	
Fire Extinguishers	2	EA	50	100	
Barricades/Traffic Control/Public Protection		LS		0	
SUBTOTAL				Subtotal	$450

Direct Transportation Costs	Quantity	Unit	Unit Cost	Total	
Travel and Subsistence		MO		0	
Project Manager Vehicle		MO		0	
Superintendent Vehicle		MO		0	
Vehicle Fuel	2	MO	350	700	
SUBTOTAL				Subtotal	$700

Direct Job Office Costs	Quantity	Unit	Unit Cost	Total	
Job Office Trailer		MO		0	
Job Office Buildout		LS		0	
Job Office Furniture		LS		0	
Job Office Supplies	1	MO	150	150	
Job Office Equipment		MO		0	
Job Office Mobilization		LS		0	
Temporary Service - Water/Sewer		MO		0	
Temporary Service - Electrical		MO		0	
Temporary Service - Phone		MO		0	

Palm View K-8 & Samoset Elementary Security Reno

School Board of Manatee County
May 22, 2023

GENERAL CONDITIONS					
Temporary Service - Internet	4	MO	75	300	
SUBTOTAL				Subtotal	$450

Direct Field Costs	**Quantity**	**Unit**	**Unit Cost**	**Total**	
Project Sign		LS		0	
Temporary Fence		LF		0	
Housekeeping		MO		0	
Dumpsters	4	PULL	525	2,100	
Trash Chute		LS		0	
Temporary Toilets		MO		0	
Temporary Labor		MO		0	
Ice and Cups		MO		0	
Radios/Communication		MO		0	
Temporary Lighting		MO		0	
Temporary Cooling/Fans		MO		0	
Temporary Service - Water		MO		0	
Temporary Service - Electrical		MO		0	
Finish Work Protection		LS		0	
Weather Protection		LS		0	
Final Cleaning		SF		0	
SUBTOTAL				Subtotal	$2,100

Direct Equipment Costs	**Quantity**	**Unit**	**Unit Cost**	**Total**	
Storage Trailers		MO		0	
Expendable Hand Tools		LS		0	
Equipment Rental		LS		0	
Equipment Fuel		LS		0	
Equipment Maintenance		LS		0	
Stairs/Ladders		LS		0	
SUBTOTAL				Subtotal	$0

				TOTAL General Conditions	**$85,094**

AGENDA ITEM NO. 11.21

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of W. D. Sugg Middle School - Permanent Easement and Affidavit of Ownership and Encumbrances, No Financial Impact

Executive Summary
W. D. Sugg Middle School is located at 3801 59th Street West, Bradenton. Manatee County is the owner of the adjacent 59th Street West roadway, and they are making improvements to said road. The improvements will impact the portion of the School property nearest the 59th Street West right-of-way. Manatee County has requested a permanent easement over 38th Avenue West, where it connects to 59th Street West for an area amounting to a total of 634 square feet. The permanent easement will allow Manatee County to install and maintain stormwater drainage, grade, slope, and harmonize 59th Street West roadway improvements adjacent to the easement area.

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 W. D. Sugg Middle School - Permanent Easement and Affidavit of Ownership and Encumbrances, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Sugg Permanent Easement & Affidavit

THIS INSTRUMENT PREPARED BY:
Shvonne Townsend, Real Property Specialist
Property Acquisition Division
On Behalf of: Charles Meador, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: 59th St W from Cortez to Manatee Ave
PARCEL NO: 872
PID NO: 5111110051

SPACE ABOVE THIS LINE FOR RECORDING DATA

PERMANENT EASEMENT

THIS INDENTURE made and entered into between **SCHOOL BOARD OF MANATEE COUNTY,** a public body corporate created and existing under the laws of the State of Florida, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, as "**Grantor**," and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, as "**Grantee**,"

W I T N E S S E T H:

THAT said Grantor, for and in consideration of the sum of $1.00 and other valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and transferred, and by these presents does grant, bargain, sell, and transfer unto Grantee, a ***perpetual, nonexclusive, permanent easement for ingress, egress, drainage, construction, and improvements, sloping, grading, and/or harmonization of roadway improvements adjacent to the easement area, and for other purposes reasonably related to construction of the 59th Street Widening Project*** over, under, and across the property situated in Manatee County, State of Florida, more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference.

THIS easement is granted upon the condition that the sloping and/or grading upon the property shall not extend beyond the limits provided in Exhibit A, and that all sloping and/or grading shall conform to all existing improvements on the property and all work shall be performed in such a manner that existing improvements will be left in same or like kind condition.

THAT said Grantor reserves unto itself, its heirs, successors or assigns, the right to the continued free use and enjoyment of the property herein described, for any purposes which are not inconsistent with the rights granted herein unto the Grantee.

THAT as limited by and in accordance with the provisions of Section 768.28, Florida Statutes, Grantee shall indemnify and hold harmless Grantor from all claims, damages, costs and expenses (including attorney's fees in the lower court and through appeal) associated with the

exercise of the rights set forth herein by Grantee and Grantee's employees, agents and contractors. Grantee shall also be obligated to remove and discharge any lien recorded against the property of Grantor arising from the exercise of the rights set forth herein by Grantee and Grantee's employees, agents, and contractors.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Chairperson thereunto duly authorized as of the day, month and year written below.

Signed, sealed and delivered in the presence of two witnesses as required by law.

GRANTOR:
SCHOOL BOARD OF MANATEE COUNTY, a public body corporate created and existing under the laws of the State of Florida

_____
First Witness Signature

By: _____
Chad Choate III, Chairperson

_____
First Witness Printed Name

Attest: _____
Cynthia Saunders, Superintendent

_____
Second Witness Signature

Approved As To Legal Form And Sufficiency:

_____
Second Witness Printed Name

_____
Stephen R. Dye, Esq., School Board Attorney

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of
☐ physical presence or
☐ online notarization
this _____ day of _____, 2023, Chad Choate III, as Chairperson of the School Board of Manatee County, a public board corporate (School Board), and Cynthia Saunders, Superintendent of Schools of Manatee County, who
☐ are both personally known to me or
☐ have both produced _____
as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____
Signature of Notary Public (Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

SKETCH

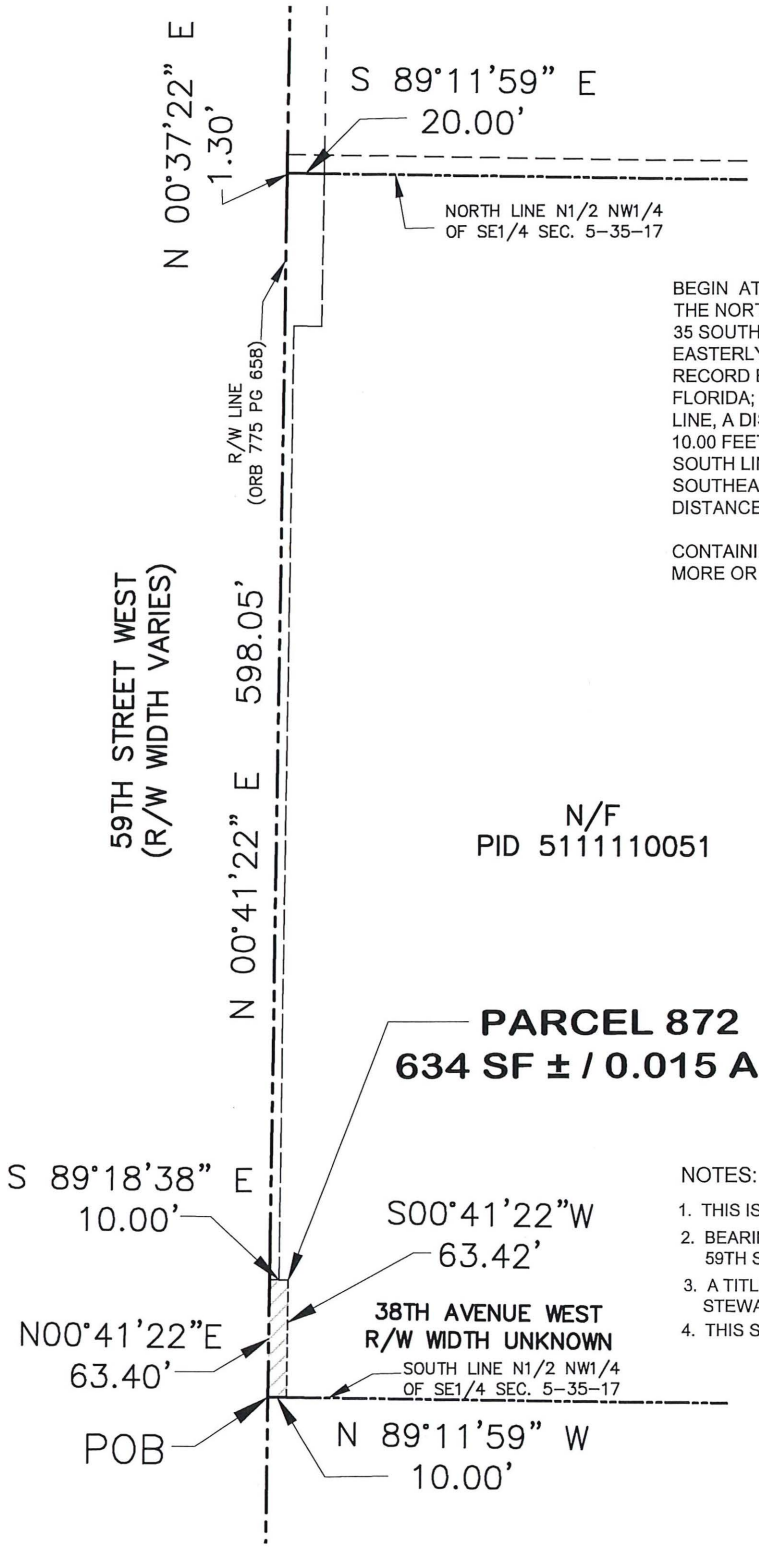


EXHIBIT "A"

0 50 100

DESCRIPTION

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA WITH THE EASTERLY RIGHT OF WAY LINE OF 59TH STREET WEST PER OFFICIAL RECORD BOOK 775, PAGE 658, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 00°41'22" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 63.40 FEET; THENCE S 89°18'38" E, A DISTANCE OF 10.00 FEET; THENCE S 00°41'22" W, A DISTANCE OF 63.42 FEET TO SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE N 89°11'59" W, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 634 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

LEGEND

R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PG	PAGE
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	PLUS OR MINUS
(P)	PLAT
SEC.	SECTION

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF 59TH STREET WEST BEING STATE PLANE GRID DETERMINED N 00°41'22" E.
3. A TITLE SEARCH REPORT (#1877250 DATED 11/03/22) WAS SUPPLIED BY STEWART TITLE COMPANY.
4. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

REVISED 4/27/2023

RUSSELL P. HYATT, P.S.M.
Florida Surveyor's Registration. No. LS 5303

SKETCH & DESCRIPTION
N/F PID 5111110051 PARCEL 872
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone (941) 748-4693

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
21-2638	SECTION 5, TOWNSHIP 35 SOUTH, RANGE 17 EAST	1"=100'	11/2022	JM	872	1 OF 1

THIS INSTRUMENT PREPARED BY:
Shvonne Townsend, Real Property Specialist
Property Acquisition Division
On behalf of: Charles Meador, Property Acquisition Division Manager
Manatee County Property Management Department
1112 Manatee Ave West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: 59th St W from Cortez to Manatee Ave
PARCEL NO: 872
PID NO: 5111110051

SPACE ABOVE THIS LINE FOR RECORDING DATA

AFFIDAVIT OF OWNERSHIP AND ENCUMBRANCES

BEFORE ME, the undersigned notary public, personally appeared **Cynthia Saunders**, who being first duly sworn, deposes and says that, to her actual knowledge:

1. School Board of Manatee County, a public body corporate organized and existing under the laws of the State of Florida (hereinafter the **Grantor**), is the owner of the fee simple title to certain real property (hereinafter the **Property**) situated in Manatee County, Florida, more particularly described in **Exhibit "A"** attached to this affidavit and by this reference made a part of this affidavit, and has full authority to sell or encumber the Property.

2. A summary of the encumbrances listed from the title search of the entire parcel is attached as **Exhibit "B"**. I have examined the title report, and this affidavit is based on same.

3. I am the Superintendent of Grantor and I make this affidavit with the authority of and on behalf of the School Board of Manatee County.

4. Grantor has sole and exclusive possession of the Property.

5. To my actual knowledge neither Grantor's title to nor possession of the Property is disputed or questioned and I am not aware of any facts by reason of which the title to or possession of the Property or any part of it or any personal property located on it might be disputed or questioned or by reason of which any claim to the Property or any portion of it or any personal property located on it might be adversely asserted.

6. To my actual knowledge no person or entity other than Grantor claims the right to possess or is in possession of the Property and there are no tenancies, leases, or other occupancies that affect the Property.

7. To my actual knowledge there are no disputes concerning the location of the boundary lines of the Property.

8. To my actual knowledge there are no outstanding or unpaid taxes or assessments (pending or certified) due to any governmental agency for improvements to or for the benefit of the Property for which the Grantor is responsible or any unpaid or unsatisfied mortgages, claims of lien, or other matters that constitute or could constitute a lien or encumbrance against the Property or any improvements on it or any part of it or against any personal property located on it. No notice has been received regarding future pending zoning by any government instrumentality.

9. To my actual knowledge there are no security agreements, financing statements, title retention contracts or personal property leases affecting any materials, fixtures, appliances, furnishings or equipment placed on or installed in or on the Property or the improvements located on it.

10. To my actual knowledge there are no matters pending against the Grantor that could give rise to a lien that would attach to the Property or cause a loss of title or impair the title between the effective date of the title insurance commitment and the recording of the interest to be insured by the title insurance company, and the Grantor has not and will not execute any instrument that would adversely affect the title or interest to be insured in the Property, including but not limited to mortgaging or conveying the Property or any interest in it or causing any liens to be recorded against the Property or the Owner.

11. To my actual knowledge there has been no labor performed or materials furnished on or to the Property during the past **NINETY (90)** days, or, if labor has been performed or materials furnished during such **NINETY (90)** days, all persons performing or furnishing the same have been fully paid and there are no unpaid bills for labor or materials for which valid liens could be filed.

12. To my actual knowledge no notice of commencement concerning the Property has been filed in the past **NINETY (90)** days, nor are there any unsatisfied construction liens of record concerning such Property, nor have any notices to owner been received by the Grantor during the past **NINETY (90)** days.

13. The representations embraced herein are made to induce Manatee County, a political subdivision of the State of Florida, to accept a Permanent Utilities Easement for the 59th St W from Cortez to Manatee Ave Project.

14. This affidavit is made and given by affiant with full knowledge of applicable Florida laws regarding sworn affidavits and the penalties and liabilities resulting from false statements and misrepresentations therein.

CYNTHIA SAUNDERS

_____

Signature

STATE OF FLORIDA
COUNTY OF MANATEE

Before me, a Notary Public, the foregoing instrument was acknowledged by means of

☐ physical presence or

☐ online notarization

this _____ day of _____, 2023, by Cynthia Saunders, who

☐ is personally known to me or

☐ has produced _____ as identification.

[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____

Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires:_____

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____

Stephen R. Dye, School Board Attorney

SKETCH

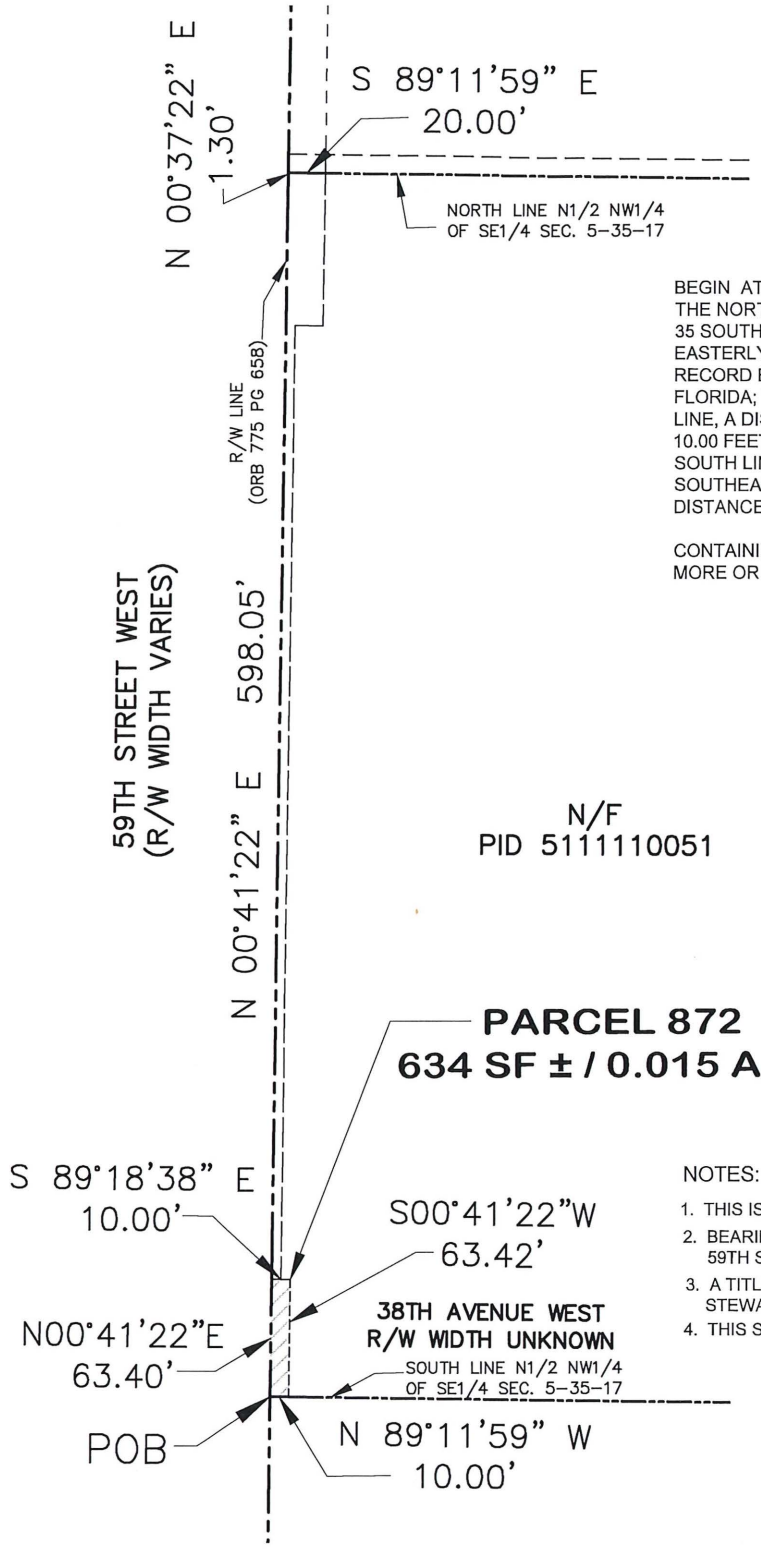


EXHIBIT "A"

0 50 100

DESCRIPTION

BEGIN AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA WITH THE EASTERLY RIGHT OF WAY LINE OF 59TH STREET WEST PER OFFICIAL RECORD BOOK 775, PAGE 658, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 00°41'22" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 63.40 FEET; THENCE S 89°18'38" E, A DISTANCE OF 10.00 FEET; THENCE S 00°41'22" W, A DISTANCE OF 63.42 FEET TO SAID SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE N 89°11'59" W, ALONG SAID SOUTH LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 634 SQUARE FEET OR 0.015 ACRES, MORE OR LESS.

LEGEND

R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PG	PAGE
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	PLUS OR MINUS
(P)	PLAT
SEC.	SECTION

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF 59TH STREET WEST BEING STATE PLANE GRID DETERMINED N 00°41'22" E.
3. A TITLE SEARCH REPORT (#1877250 DATED 11/03/22) WAS SUPPLIED BY STEWART TITLE COMPANY.
4. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

REVISED 4/27/2023

RUSSELL P. HYATT, P.S.M.
Florida Surveyor's Registration. No. LS 5303

SKETCH & DESCRIPTION
N/F PID 5111110051 PARCEL 872
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone (941) 748-4693

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
21-2638	SECTION 5, TOWNSHIP 35 SOUTH, RANGE 17 EAST	1"=100'	11/2022	JM	872	1 OF 1

EXHIBIT "B"

1. Easement recorded in Official Records Instrument Number 202141111607, of the Public Records of Manatee County, Florida.

2. Easement recorded in Official Records Instrument Number 202141147053, of the Public Records of Manatee County, Florida.

AGENDA ITEM NO. 11.22

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of W. D. Sugg Middle School - Temporary Construction Easement, No Financial Impact

Executive Summary
W. D. Sugg Middle School is located at 3801 59th Street West, Bradenton. Manatee County is the owner of the adjacent 59th Street West roadway, and they are making improvements to said road. The improvements will impact the portion of the School property nearest the 59th Street West right-of-way. Manatee County has requested a temporary construction easement over the area, amounting to a total of 4,230 square feet. The temporary construction easement will allow Manatee County to work within the School District-owned property and grade, slope, and harmonize 59th Street West roadway improvements adjacent to the easement area. Any improvements that are impacted are required to be replaced with like-kind improvements, and security fencing will be in place at all times.

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 W. D. Sugg Middle School - Temporary Construction Easement, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Temporary Construction Easement Agreement

THIS INSTRUMENT PREPARED BY:
Shvonne Townsend, Real Property Specialist
Property Acquisition Division
On Behalf of: Charles Meador, Property Acquisition Division
Manatee County Property Management Department
1112 Manatee Avenue West, Suite 800
Bradenton, Florida 34205

PROJECT NAME: 59th St W from Cortez to Manatee Ave
PROJECT NO: 6108360
PARCEL NO: 772
PID NO: 5111110051

SPACE ABOVE THIS LINE FOR RECORDING DATA

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (hereinafter the Agreement) made between **THE SCHOOL BOARD OF MANATEE COUNTY**, a public body corporate created and existing under the laws of the State of Florida, as owner of the following described property, whose mailing address is 215 Manatee Avenue West, Bradenton, Florida 34205, (hereinafter the **Grantor**), and **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, (hereinafter the **Grantee**).

As used herein, the term "Grantor" shall include any and all heirs, legal representatives, successors or assigns of the Grantor, and all subsequent owners of the "**Property**" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

WITNESSETH that Grantor, for and in consideration of the sum of one dollar and other valuable consideration paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, and transfer unto Grantee a nonexclusive temporary construction easement agreement for the use and benefit of Grantee for ingress, egress, entering upon, sloping, grading, and/or harmonizing roadway improvements adjacent to the easement area and for other purposes reasonably related to construction of the 59TH Street Widening Project across, in, on, over, through, under, and upon the following described land lying and being in Manatee County, Florida (**Easement Area**):

See legal description identified as Exhibit A attached hereto.

THIS Easement shall be for the purpose of, ingress, egress, entering upon, sloping, grading, and/or harmonizing roadway improvements adjacent to the easement area and for all other construction purposes reasonably related to the construction to be undertaken by Grantee. This Easement is granted upon the condition that the sloping and/or grading upon the Property

shall not extend beyond the limits provided in Exhibit A, and that all sloping and/or grading shall conform to all existing improvements on the Property and all work shall be performed in such a manner that existing improvements will be left in same or like kind condition.

THAT said Grantor reserves the right to use the Property in any manner that will not prevent or interfere with the rights granted to the Grantee herein.

THAT during the term of this easement, Grantee shall (1) be solely responsible for the performance of the work described herein, and the maintenance of the easement area, and (2) maintain its self-insured status such that it shall be financially capable of responding to any claims for personal injury or property damage.

THAT, as limited by and in accordance with the provisions of Section 768.28, Florida Statutes, Grantee shall indemnify and hold harmless Grantor from all claims, damages, costs and expenses (including attorney's fees in the lower court and through appeal) associated with the exercise of the rights set forth herein by Grantee and Grantee's employees, agents and contractors. Grantee shall also be obligated to remove and discharge any lien recorded against the property of Grantor arising from the exercise of the rights set forth herein by Grantee and Grantee's employees, agents, and contractors.

THAT THE FOLLOWING **SPECIAL PROVISIONS** WILL BE ADHERED TO BY GRANTEE:

A. Any fence impacted by County must be in place at all times and leave no security breach.

B. The fence shall be replaced at the sole expense of County.

C. The fence shall be replaced with black vinyl-coated fence of the same type, standard and height as the existing fence.

THIS Agreement shall be for a term of three (3) years from the start of construction on the 59th Street West from Cortez to Manatee Avenue and will terminate no later than July 31, 2030.

IN WITNESS WHEREOF, the Grantor and Grantee hereto have executed this Agreement on the day and year first below written.

Signed, sealed and delivered in the presence of two witnesses as required by law.

_____
First Witness Signature

_____
First Witness Printed Name

_____
Second Witness Signature

_____
Second Witness Printed Name

GRANTOR:
SCHOOL BOARD OF MANATEE COUNTY, a public body corporate created and existing under the laws of the State of Florida

By: _____
Chad Choate III, Chairperson

Attest: _____
Cynthia Saunders, Superintendent

Approved As To Legal Form And Sufficiency:

_____
Stephen R. Dye, Esq., School Board Attorney

STATE OF _____
COUNTY OF _____

Before me, a Notary Public, the foregoing instrument was acknowledged by means of
☐ physical presence or
☐ online notarization
this _____ day of _____, 2023, Chad Choate III, as Chairperson of the School Board of Manatee County, a public board corporate (School Board), and Cynthia Saunders, Superintendent of Schools of Manatee County, who
☐ is personally known to me or
☐ has produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF SECTION 117.05, FLORIDA STATUTES]

_____
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal below.)

My Commission Expires: _____

GRANTEE:
MANATEE COUNTY, a political subdivision of the State of Florida

By: its Board of County Commissioners

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND
COMPTROLLER

By: _____
Deputy Clerk

SKETCH

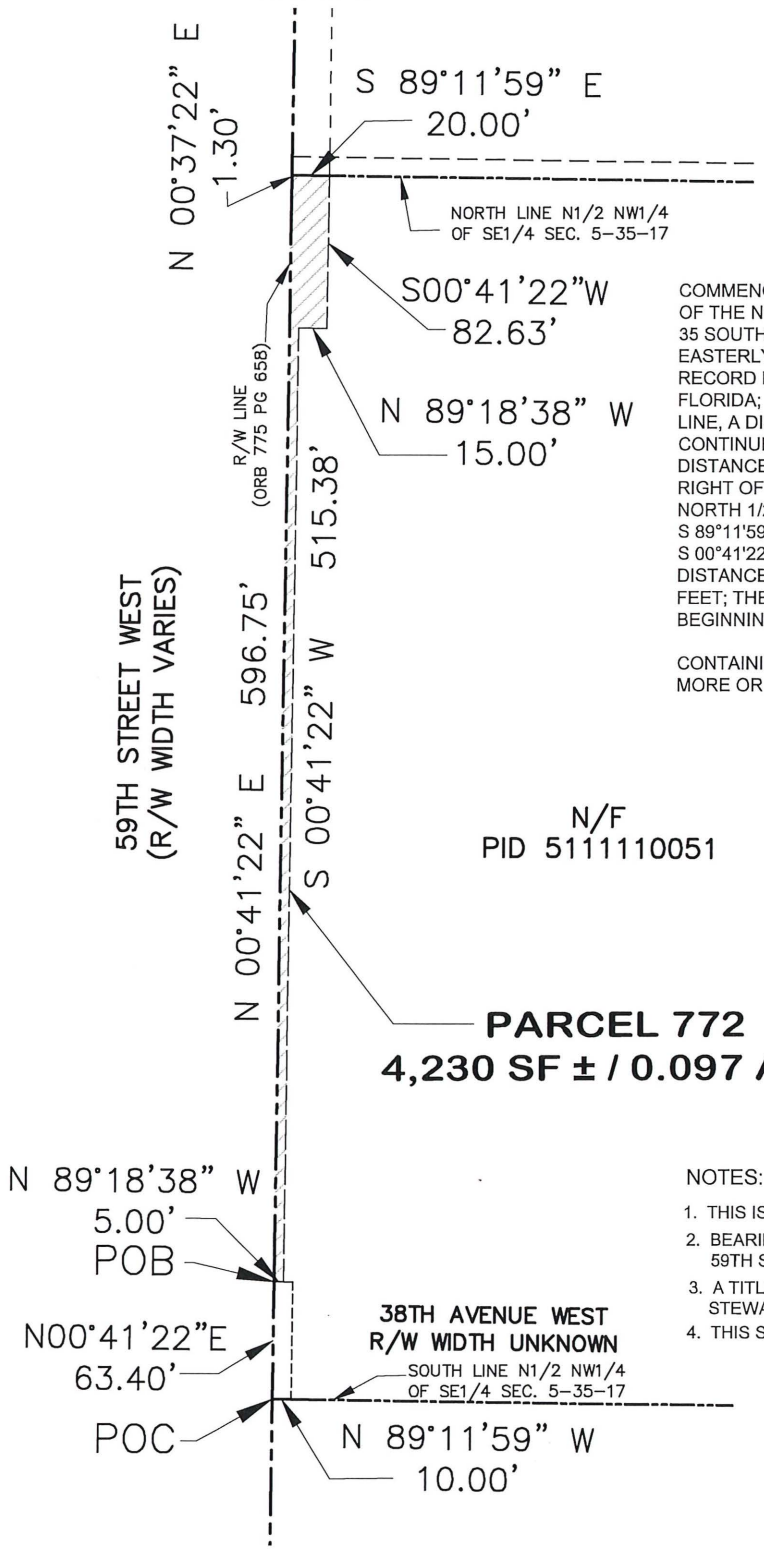


EXHIBIT "A"

0 50 100

DESCRIPTION

COMMENCE AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 5, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA WITH THE EASTERLY RIGHT OF WAY LINE OF 59TH STREET WEST PER OFFICIAL RECORD BOOK 775, PAGE 658, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE N 00°41'22" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 63.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°41'22" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 596.75 FEET; THENCE N 00°37'22" E, ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1.30 FEET TO THE NORTH LINE OF SAID NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4; THENCE S 89°11'59" E, ALONG SAID NORTH LINE, A DISTANCE OF 20.00 FEET; THENCE S 00°41'22" W, A DISTANCE OF 82.63 FEET; THENCE N 89°18'38" W, A DISTANCE OF 15.00 FEET; THENCE S 00°41'22" W, A DISTANCE OF 515.38 FEET; THENCE N 89°18'38" W, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A DESCRIBED AREA OF 4,230 SQUARE FEET OR 0.097 ACRES, MORE OR LESS.

LEGEND

R/W	RIGHT-OF-WAY
ORB	OFFICIAL RECORD BOOK
PB	PLAT BOOK
PG	PAGE
SF	SQUARE FEET
AC	ACRES
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PID	PARCEL IDENTIFICATION
N/F	NOW OR FORMERLY
±	PLUS OR MINUS
(P)	PLAT
SEC.	SECTION

NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. BEARINGS ARE BASED ON THE EASTERLY RIGHT-OF-WAY LINE OF 59TH STREET WEST BEING STATE PLANE GRID DETERMINED N 00°41'22" E.
3. A TITLE SEARCH REPORT (#1877250 DATED 11/03/22) WAS SUPPLIED BY STEWART TITLE COMPANY.
4. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO MANATEE COUNTY.

RUSSELL P. HYATT, P.S.M.
Florida Surveyor's Registration. No. LS 5303

SKETCH & DESCRIPTION
N/F PID 5111110051 PARCEL 772
MANATEE COUNTY, FLORIDA

Hyatt Survey Services, Inc.
LB No.: 7203 Geographic Data Specialists
2012 Lena Road Bradenton, Florida 34211
Phone (941) 748-4693

JOB NUMBER		SCALE	DATE	DRAWN BY	FILE NAME	SHEET
21-2638	SECTION 5, TOWNSHIP 35 SOUTH, RANGE 17 EAST	1"=100'	04/2023	JM	772	1 OF 1

AGENDA ITEM NO. 11.23

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Bayshore High School - Painting & Roofing - Agreement Between Owner and Willis A. Smith Construction, Inc. – Pre-Construction Services, in the Amount of $30,000.00

Executive Summary
The purpose of the requested action is to approve the Agreement between Owner and Willis A. Smith Construction, Inc. This agreement authorizes pre-construction services necessary to provide Painting & Roofing located at Bayshore High School.

The intent of the Bayshore High School Painting & Roofing includes, but is not limited to, the replacement of existing roof membranes and flashings with new ones on Buildings #1, #2, #3, #4, #8, and #16. Existing roof membranes have exceeded their useful life and require replacement. Work will include the replacement of Building #6's parapet coping. Additionally, the exterior walls, soffits, and exposed metal at Buildings #1, #2, #3, #4, #6, #8, #9, #15, and #16 will be repainted. Exposed metal on walkways, columns, and railings will be repaired and repainted.

Bayshore High School Painting & Roofing - Project Summary Sheet and Contract Summary Sheet are attached for reference.

This project does not require an Educational Plant Survey.

The Construction Manager Agreement is available for review at the Agency Clerk's Office.

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 Bayshore High School - Painting & Roofing - Agreement between Owner and Willis A. Smith Construction, Inc. - Pre-Construction Services, in the amount of $30,000.00.

Financial Impact
The construction management fee for pre-construction services is not to exceed $30,000.00 and is included in the total project budget requirement of $3,000,000.00. A Guaranteed Maximum Price Proposal will be completed after the construction documents are developed. **Project funded by Capital Funds.**

Contact
Submitting Department: Construction Services
Initiated by: William Horton

Attachments:
Bayshore HS Painting & Roofing CM Contract Summary & Exhibits
Bayshore HS Painting & Roofing Summary Sheet

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER
CONTRACT SUMMARY

Project and Location:

Bayshore HS Painting & Roofing
5401 34th Street West, Bradenton, FL 34210, Manatee County, Florida

Total Project Budget:

Design Services	$ 120,000.00
Construction Services	$ 2,700,000.00
Owner Services	$ 180,000.00
FF& E Technology	N/A
Total Project Budget	$ 3,000,000.00

Project Schedule:

Date of Anticipated Notice to Proceed	June 14,2023
Date of Substantial Completion	TBD @ GMP Approval
Date of Final Completion	TBD @ GMP Approval

Architect/Engineer ("AE") Plunkett Raysich Architects, LLP
1970 Main Street, Suite 201
Sarasota, Florida 34236; Office: (941) 444-8845

Construction Manager ("CM") Willis A. Smith Construction
5001 Lakewood Ranch Blvd, Suite 100
Sarasota, Florida 34240; Office: (941) 366-3116

Section 1.3, Paragraph 1.3.4 Owner Construction Services Budget:

Construction Costs	TBD @ GMP Approval
General Conditions	TBD @ GMP Approval
Overhead and Profit (CM Fee)	TBD @ GMP Approval
Preconstruction	$ 30,000.00 (Approval 6/13/2023)
Unforeseen Conditions	TBD @ GMP Approval
Bond	TBD @ GMP Approval
TOTAL	$ 2,700,000.00

Section 1.3, Definitions:

Paragraph 1.3.5.2 (a) Construction Phase Services: Construction Management Fee of $ TBD @ GMP Approval

Section 6.1, Reimbursable Costs:

Paragraph 6.1.2 List of Reimbursable Costs: Total "Not to Exceed" Costs of Reimbursable Costs: $ TBD @ 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 048.65% of wages and 48.65% 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 0.735% amount or the invoice amount and General Liability insurance will be charged at the rate of 1.20% of the GMP amount or the invoice amount)

Paragraph 6.3.1.11: Preconstruction Costs in the amount of 1%

Paragraph 6.3.1.12: Costs associated with the Investigative Report in the total amount of N/A will be invoiced monthly and will be paid for by the Owner at the time of GMP approval.

Paragraph 6.3.1.13: Costs not included in the Total "Not to Exceed" Reimbursable Costs listed in 6.1: Safety Awards .20%

Article 16: Special Provisions:

Paragraph 16.2.1 Employment Eligibility Verification ("E-Verify"): E-Verify Number: **261677**

Exhibits:

Exhibits "A" through "F" are attached for reference.

EXHIBIT A

EXHIBIT A

Construction Managers Application and Certificate for Payment

Project: _____ Date: _____
Owner: School District of Manatee County Request #: _____
Department of Construction Services Period ending: _____
Project Director: _____
Architect: _____ Project #: _____

ORIGINAL CONTRACT SUM	
DMP Change Orders Approved to date	
Amendments Approved to date	
CONTRACT SUM TO DATE	
COMPLETED AND STORED TO DATE	
RETAINANGE HELD	
TOTAL EARNED LESS RETAINAGE	
LESS PREVIOUS CERTIFICATES OF PAYMENT	
CURRENT PAYMENT DUE	
BALANCE TO FINISH	

CONSTRUCTION MANAGER CERTIFICATE FOR PAYMENT

The undersigned Construction Manager certifies that to the best of the Construction Manager's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Construction Manager for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that the current payment shown herein is now due.

CONSTRUCTION MANAGER:

By: _____ Date: _____

State of Florida
County of: _____
Subscribed and sworn to before me on this ____ day of _____, 20__.

Notary Public: _____
My commission expires: _____

ARCHITECT CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

ARCHITECT: AMOUNT CERTIFIED: $_____

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or Contractor under this Contract.

OWNER APPROVAL

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Owner certifies that the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Construction Manager is entitled to payment of the AMOUNT CERTIFIED.

By Project Director:_____ Date: _____

By DCS Director:_____ Date: _____

EXHIBIT B

LIST OF CM EMPLOYEES

EMPLOYEE	TITLE	% TIME ON JOB
Nathan Carr	Senior Project Manager	As Needed
Robbie Gronbach	Preconstruction Director	As Needed
Logan Butler	Project Manager	As Needed
Superintendent On Duty	Superintendent	100%

EXHIBIT C

DOCUMENTS REQUIRED TO REQUEST FINAL PAYMENT

_____ 1. Final Pay Request (1 copy with original signatures)

_____ 2. Consent of Surety to make Final Payment (signed and sealed), if required

_____ 3. Power of Attorney from Surety for Release of Final Payment (signed, sealed and dated same as Consent of Surety), if required

_____ 4. CM Affidavit of Contract Completion

_____ 5. Satisfactory Conclusion or Release of Lien from all subcontractors or vendors who have filed Notice to Owner, filed Intent to Lien, or have indicated non-payment from CM.

CLOSEOUT DOCUMENTS REQUIRED TO RELEASE FINAL PAYMENT

Submit one (1) hard copy and one (1) electronic copy of the following:

_____ 1. One (1) Year Warranty from date of Substantial Completion (if phased project, provide warranty for each portion based on Substantial Completion dates)

_____ 2. As-Built documents submitted to the A/E for final AutoCad preparation.

_____ 3. Operations manuals, shop drawings, submittals, brochures, subcontractor/vendor list (with telephone numbers and addresses) keying schedule, paint schedule and other items required by the Contract Documents

_____ 4. Recorded system operations training and attendance lists (i.e. HVAC, controls, fire alarm, etc.)

_____ 5. Roof Warranty naming School Board of Manatee County as the Owner (if applicable)

_____ 6. Other special warranties as required by Contract Documents, naming School Board of Manatee County as the Owner

_____ 7. A/E Certificate "Specification of No Asbestos-Containing Materials"

_____ 8. CM Certificate "Use of No Asbestos-Containing Materials"

_____ 9. Certificate(s) of Occupancy as required (if phased project, provide Certificate of Occupancy for each phase)

By submitting this completed form, the CM affirms that all required closeout documentation is accurate and complete, so that final payment may be released.

Project Number: _____

Project Name: _____

CM Signature: _____ Date: _____

Project Director Signature: _____ Date: _____

EXHIBIT D

CONSTRUCTION TEAM REPRESENTATIVES

SBMC Project Director	John Williams
SBMC Project Assistant	Patricia Ledezma
Architect	Plunkett Raysich Architects, LLP
Consulting Engineers	N/A
Structural Engineer	Hees & Associates, Inc.
Mechanical Engineer	N/A
Electrical Engineer	N/A
Construction Manager	Willis A. Smith Construction, Inc.
SBMC Instructional Member	Wendell Butler, Principal
SAC Member	N/A

EXHIBIT E

PROJECT MANAGEMENT INFORMATION SYSTEM (PMIS) REPORT FORMAT

The purpose of this report is to share high level project information with the Owner. CM will provide one (1) hard copy and one (1) electronic copy of the PMIS with each application for payment.

1. Cover Sheet

   - Project Name
   - Construction Team
   - Date of Report

2. Executive Summary

   - Brief Project Description
   - Summary of Status of Job

3. Contract Cost Status

   - Contract Amendments and Change Orders
   - Direct Material Purchasing Status/Sales Tax Savings
   - Unforeseen Conditions Fund (Expenditures and Balance)
   - Allowances (Expenditures and Balance)

4. Project Schedule

   - Updated Progress Schedule

5. Critical Issues

   - Any Project items requiring prompt attention or action

6. Subcontractor/Vendor Listing

   - Subcontract Commitment Status

7. Progress Photographs

   - Aerial photos
   - Other Photos include dated photographs to provide a visual representation of work in place.

EXHIBIT F

A. **The Project SCOPE OF WORK** includes, but is not limited to, the replacement of existing roof membranes and flashings with new on Building #1, #2, #3, #4, #8 and #16. Existing roof membranes have exceeded their useful life and require replacement. Work will include the replacement of Building #6 parapet coping. Additionally, the exterior walls, soffits, and exposed metal at Buildings #1, #2, #3, #4, #6, #8, #9, #15, and #16 will be repainted. Exposed metal on walkways columns and railings will be repaired and repainted.

B. **Project Schedule:**

1.	Project Start	June 14, 2023, Notice to Proceed Date (NTP)
2.	Bid/Permit Contract Documents	8 weeks after start
3.	Building Permit	1 week after permit set is submitted
4.	Construction Phase: Code Inspections	6 months after Notice to Proceed to contractor

Schedule is approximate and depends on weather and other circumstances.

WILLIS SMITH
CONSTRUCTION

April 18, 2023

Darrell Phillips
School District of Manatee County – Department of Construction Services
1 Matzke Way
Bradenton, FL 34208

Re: Bayshore High School Reroof and Repaint Project

Mr. Phillips:

Please accept this letter as our proposal to perform preconstruction services for the Bayshore High School Reroof and Repaint Project for $30,000. This is based on the expected construction costs of $3,000,000.00.

We are excited to have been selected for this project and are looking forward to getting started. Please contact me if you need anything further from us.

Sincerely,

Nathan Carr

Vice President

Bayshore High School - Painting & Roofing

PROJECT DIRECTOR: John Williams

ARCHITECT/ENGINEER:	Plunkett Raysich Architects, LLP	Currently on the District's Continuing Contracts List
CONSTRUCTION MANAGER:	Willis A. Smith Construction, Inc.	Currently on the District's Continuing Contracts List
BUILDING OFFICIAL:	Universal Engineering Services, LLC	Currently on the District's Continuing Contracts List

PROJECT BUDGET: $ 3,000,000.00 (7/08/2022) Original Project Budget

HISTORY: Bayshore High School was completed in 1997. Building 6 was completed in 2007,and #5 was completed in 2017 The site consists of one parcel containing 46 acres, located at 5323 34th Street West in Bradenton. The total existing student station count is 2478. Roof replacement is required due to the existing roofs having exceeded their normal service life.

SCOPE: The Scope of Work includes, but is not limited to, the replacement of existing roof membranes and flashings with new on Building #1, #2, #3, #4, #8 and #16. Existing roof membranes have exceeded their useful life and require replacement. Work will include the replacement of Building #6 parapet coping. Additionally, the exterior walls, soffits, and exposed metal at Buildings #1, #2, #3, #4, #6, #8, #9, #15, and #16 will be repainted. Exposed metal on walkways, columns and railings will be repaired and repainted.

DEPARTMENT OF EDUCATION APPROVED SPOT SURVEY: No

INCLUDED IN 5-YEAR WORK PLAN: Yes

ARCHITECT/ENGINEER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 94,500.00	June 13, 2023	Pending	Architectural/Engineering Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 94,500.00			

CONSTRUCTION MANAGER

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$0	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
Agreement:	$ 30,000.00	June 13, 2023	Pending	Pre-Construction Services
Amendment 1:				
Amendment 2:				
TOTAL	$ 30,000.00			

BUILDING OFFICIAL

ITEM	$$	Date	Board Action	Notes
Auth to Neg:	$ -	January 24, 2023	Approved	Currently on the District's Continuing Contracts List
	$27,000.00		Pending	Plan Reviews, Permits & Inspection Services
TOTAL				

OTHER BOARD WORK

ITEM	$$	Date	Board Action	Notes
Agreement:	$ -			
TOTAL	$0.00			

AGENDA ITEM NO. 11.24

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Louise R. Johnson K-8 School of International Studies - Permanent Drainage Easement, No Financial Impact

Executive Summary
Louise R. Johnson K-8 School of International Studies is located at 2121 26th Avenue East, Bradenton. A retention pond located on the north side of the school was originally designed to discharge water onto the adjacent property; however, there is no existing easement to discharge water onto the property. The adjacent property is being developed as the Villages at Glen Creek, which is a residential subdivision. The developer has offered an easement to allow the discharged water to flow through their property to an eventual discharge point in Glen Creek.

This drainage easement will consist of a combination of piped drainage and surface flow drainage. The existing flow rates will be maintained in the new system, which has been approved by the City of Bradenton and the Southwest Florida Water Management District. This utility easement will allow the school's stormwater to continue to discharge onto the adjacent parcel and will have no onsite impact.

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 Louise R. Johnson K-8 School of International Studies - Permanent Drainage Easement, no financial impact.

Financial Impact
There is no financial impact.

Contact
Submitting Department: Construction Services
Initiated By: William Horton

Attachments:
Johnson K-8 Drainage Easement

This instrument prepared by:
STEPHEN R. DYE, ESQUIRE
Dye, Harrison, Kirkland, Petruff, & Pratt, PLLC
1206 Manatee Avenue West
Bradenton, FL 34205
Phone: (941) 748-4411

EASEMENT AGREEMENT

THIS AGREEMENT made and entered into by and between GTIS I VGC LP, A Delaware Limited Partnership, whose mailing address is 2502 N Rocky Point Drive, Ste 1050, Tampa Florida 33607, hereinafter called "Owner", and THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate whose address is P. O. Box 9069, Bradenton Florida, 34206 (the "School Board").

W I T N E S S E T H:

WHEREAS, Owner owns land in Manatee County, Florida described on attached **Exhibit "A"** ("Owner's Land"); and

WHEREAS, SCHOOL BOARD owns land in Manatee County, Florida adjacent to Owner's property and SCHOOL BOARD's property is described on attached **Exhibit "B"** ("SCHOOL BOARD's Land"); and

WHEREAS, SCHOOL BOARD's Land historically drains over and across a portion of Owner's Land and Owner as part of the development of Owner's Land has requested that School Board enter into a formal easement agreement that identifies the exact area of the drainage easement on Owner's Land, confirms the right of School Board to continue to have drainage rights across Owner's Land within the easement, provides for the construction and maintenance of the easement and drainage facilities and otherwise sets forth the rights and obligations of the Parties, and SCHOOL BOARD has agreed to Owner's request as is set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and the mutual benefits the parties will receive from this agreement, the parties agree as follows:

1. Grant Of Easement**:** Owner hereby grants to SCHOOL BOARD, its successors and assigns a private perpetual nonexclusive easement to use, operate, maintain and replace drainage equipment and facilities, both above and underground, including appurtenant equipment thereto to be installed from time to time, with the right to mark the location of same, reconstruct, replace, and improve, such equipment and facilities subject to the terms hereof, described as follows:

(See Exhibit "C", attached hereto and made a part hereof, (the "Easement Area").

2. Owner shall construct the initial drainage facilities at Owner's expense and subject to approval by School Board and its consultants as well as all applicable governmental agencies. The initial drainage facilities are described on attached **Exhibit "D"**, (the "Drainage Facilities"). The Drainage Facilities shall be certified by Owner's engineers to School Board as meeting all storm water drainage requirements for the School Board Land and constructed in accordance with the Owner's construction

plans and requirements of all governmental agencies. Owner shall assign all warranties to School Board related to the Drainage Facilities. School Board will have the right to enter the Easement Area, after Certified mail notice 30 days prior to any required access except in the case of emergency, and will be responsible for all future maintenance, repair and replacement of the drainage facilities except for matters covered by any warranties. The rights herein granted to SCHOOL BOARD shall not interfere with the right of use of the property for other purposes by Owner, nor shall the Owner's use thereof interfere with or cause a hazardous condition to the right of use and quiet and peaceful possession, hereby granted to SCHOOL BOARD. OWNER or the Villages of Glen Creek CDD shall be responsible for all costs associated with the routine maintenance, of the surface of the Easement Area, including sod, and landscaping. SCHOOL BOARD shall level and restore any damaged sod on the surface area after performing any future work on the Drainage Facilities, but shall not be responsible for the cost or replacement of any other features. Owner and any future CDD shall not construct any improvements or plant landscaping other than what is required by the City of Bradenton or as is found in the City of Bradenton's permit for the construction of the Easement Area including, but not limited to, 6' high PVC fencing on any property boundary and a landscape buffer. Additionally, no trees shall be allowed in the Easement Area and CDD shall be responsible to enforce this requirement. Owner shall also be allowed to construct 6' high PVC fence along side yard property lines, through the Easement Area, to connect to the 6' high PVC fence along the rear property line. School Board shall not be responsible for damage to items placed within the Easement Area. Each party hereto shall promptly provide the other with a copy of any written notices received from the Governmental Authorities relating to the rights and obligations hereunder. The Drainage Facilities will be installed and maintained in a manner to be the least visibly intrusive as is commercially practical.

3. SCHOOL BOARD shall have no interest or estate of any kind or extent whatsoever in the Owner's Land other than the easement rights expressly granted herein.

4. Subject to and not waiving any and all statutory limitations provided under Florida law, SCHOOL BOARD hereby indemnifies and holds Owner harmless from and against any damages, losses, liabilities, claims, costs and expenses (including reasonable attorneys' fees and costs) caused by SCHOOL BOARD in connection with SCHOOL BOARD's rights in the Easement Area provided any claim was not caused by conditions caused by Owner or a third party.

5. Miscellaneous.

a. This Easement shall be deemed a covenant running with the lands of both Owner and SCHOOL BOARD and shall bind and inure to the benefit of the parties hereto and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. No prior or present agreements or representations shall be binding upon the parties unless included in this agreement. No modification or change in this agreement shall be valid or binding upon the parties unless in writing and executed by both parties. In any litigation arising out of this agreement, the prevailing parties shall be entitled to recover reasonable attorney's fees and costs. This agreement shall be governed by the laws of the State of Florida and venue shall be in Manatee County, Florida. Time is of the essence. Failure by any party to enforce any covenant, or restriction herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any such future breach of the same or any other Easement, covenant, or restriction.

b. NOTICE: All notices and demands herein required shall be in writing and shall be deemed properly given if personally delivered or if sent by nationally recognized overnight courier or by registered or certified mail, return receipt requested, addressed to the parties at the address of record for the respective property. Each Owner may change the address to which notices to it are to be sent by notice to the other. Every notice and demand shall be deemed to have been given: (a) when personally delivered; (b) on the next business day if sent by nationally recognized overnight courier; or (c) three (3) days after it shall have been deposited by registered or certified mail, properly addressed as aforesaid, postage prepaid, in the United States mail.

IN WITNESS WHEREOF, the Owner and School Board have executed and delivered this Agreement on the dates below stated.

WITNESSES:

"OWNER"

GTIS I VGC LP,

_____
Print Name:_____

By:_____
Name:_____
Its:_____

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2023 by _____, as _____ of _____, a _____ Limited Partnership, on behalf of the Partnership. He/she is ☐ personally known to me or has ☐ produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF FLORIDA

SCHOOL BOARD:

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a public body corporate

By:_____
Name: Chad Choate III, Chairman

ATTEST:

_____
Cynthia Saunders, Superintendent

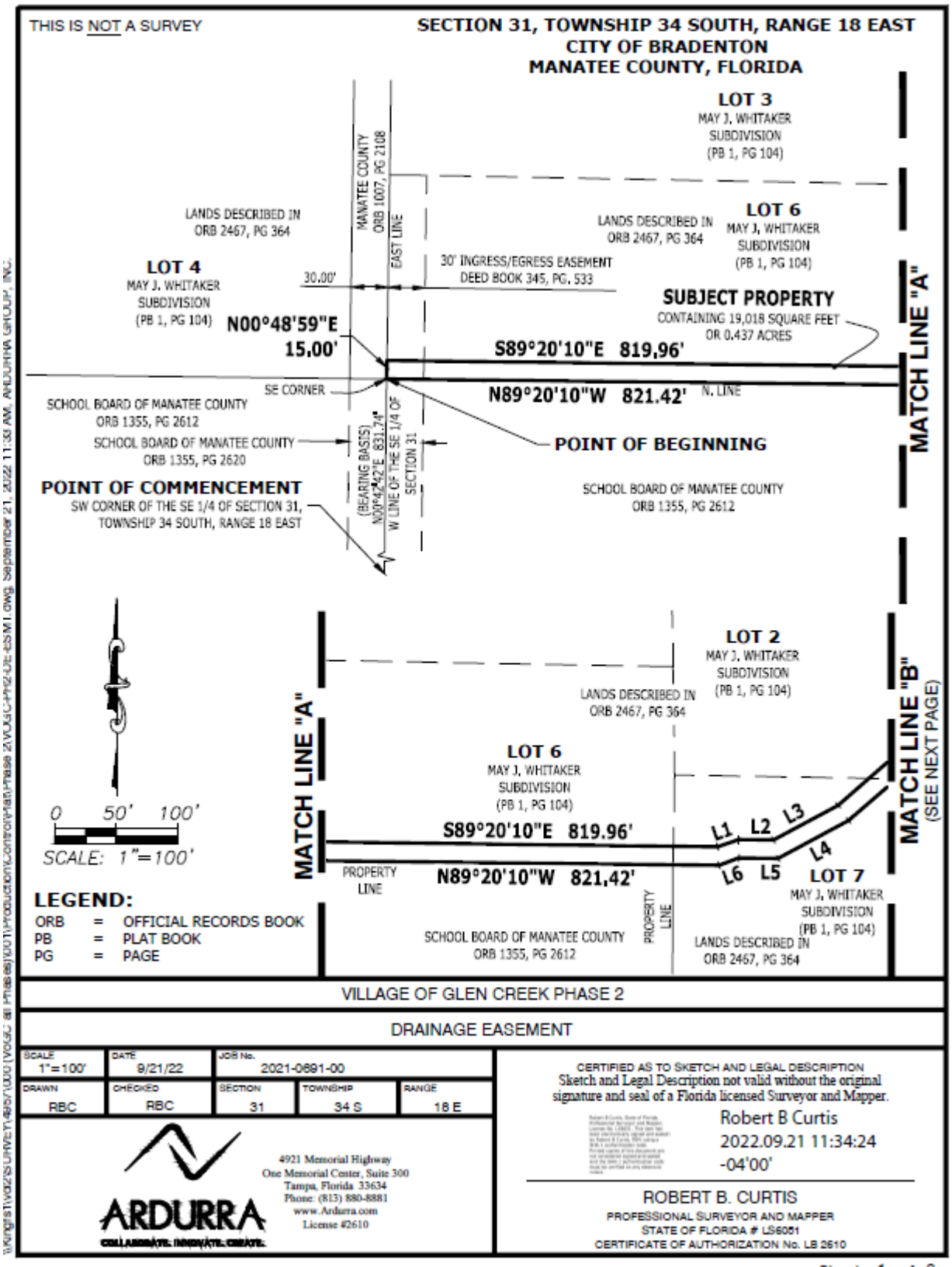
_____
Print Name:_____

_____
Print Name:_____

APPROVED AS TO LEGAL
FORM AND SUFFICIENCY

_____
Stephen R. Dye, Esq.
School Board Attorney

Exhibit A



VILLAGE OF GLEN CREEK PHASE 2

DRAINAGE EASEMENT

SCALE	DATE	JOB No.		
1"=100'	9/21/22	2021-0691-00		
DRAWN	CHECKED	SECTION	TOWNSHIP	RANGE
RBC	RBC	31	34 S	18 E

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One Memorial Center, Suite 300
Tampa, Florida 33634
Phone: (813) 880-8881
www.Ardurra.com
License #2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the original signature and seal of a Florida licensed Surveyor and Mapper.

Robert B Curtis
2022.09.21 11:34:24
-04'00'

ROBERT B. CURTIS
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # LS6051
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 3

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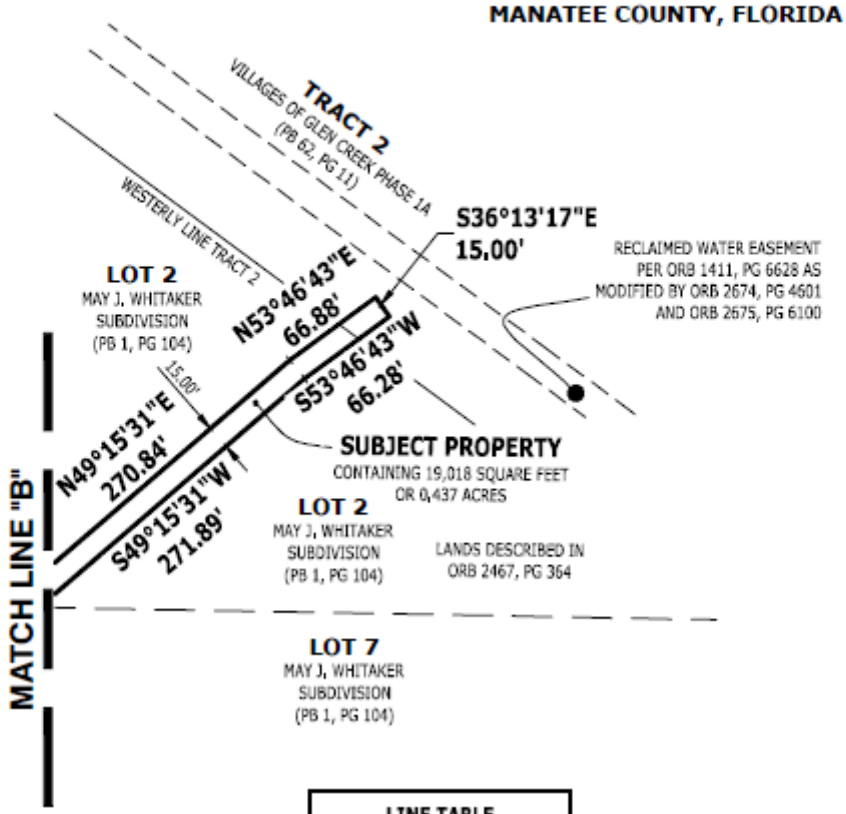
THIS IS NOT A SURVEY

SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST
CITY OF BRADENTON
MANATEE COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N71°40'26"E	18.37'
L2	S89°16'26"E	28.05'
L3	N61°42'52"E	59.52'
L4	S61°42'52"W	65.03'
L5	N89°16'26"W	31.80'
L6	S70°15'36"W	17.15'

0 50' 100'
SCALE: 1"=100'

VILLAGE OF GLEN CREEK PHASE 2

DRAINAGE EASEMENT

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LEGAL DESCRIPTION: (BY ARDURRA)

A PARCEL OF LAND BEING PORTION OF THAT CERTAIN PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2467, PAGE 364, INCLUDING A PORTION OF LOTS 2, 6, AND 7, MAY J. WHITAKER SUBDIVISION ACCORDING TO PLAT BOOK 1, PAGE 104 AND A PORTION OF TRACT 2, VILLAGES OF GLEN CREEK PHASE 1A, ACCORDING TO PLAT BOOK 62, PAGE 11, BOTH BEING OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA; THENCE NORTH 00°42'42" EAST, ALONG THE WEST LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 831.74 FEET TO THE SOUTHEAST CORNER OF THE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1007, PAGE 2108, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG THE EAST LINE OF SAID LANDS, NORTH 00°48'59" EAST A DISTANCE OF 15.00 FEET; THENCE, LEAVING SAID EAST LINE, SOUTH 89°20'10" EAST, A DISTANCE OF 819.96 FEET; THENCE NORTH 71°40'26" EAST, A DISTANCE OF 18.37 FEET; THENCE SOUTH 89°16'26" EAST, A DISTANCE OF 28.05 FEET; THENCE NORTH 61°42'52" EAST, A DISTANCE OF 59.52 FEET; THENCE NORTH 49°15'31" EAST, A DISTANCE OF 270.84 FEET; THENCE NORTH 53°46'43" EAST, A DISTANCE OF 66.88 FEET; THENCE SOUTH 36°13'17" EAST, A DISTANCE OF 15.00 FEET; THENCE SOUTH 53°46'43" WEST, A DISTANCE OF 66.28 FEET; THENCE SOUTH 49°15'31" WEST, A DISTANCE OF 271.89 FEET; THENCE SOUTH 61°42'52" WEST, A DISTANCE OF 65.03 FEET; THENCE NORTH 89°16'26" WEST, A DISTANCE OF 31.80 FEET; THENCE SOUTH 70°15'36" WEST, A DISTANCE OF 17.15 FEET TO THE NORTH LINE OF THE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1355, PAGE 2612, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE. ALONG SAID NORTH LINE, NORTH 89°20'10" WEST, A DISTANCE OF 821.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 19,018 SQUARE FEET OR 0.437 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 31, BEING NORTH 00°42'42" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN U.S. FEET.

VILLAGE OF GLEN CREEK PHASE 2

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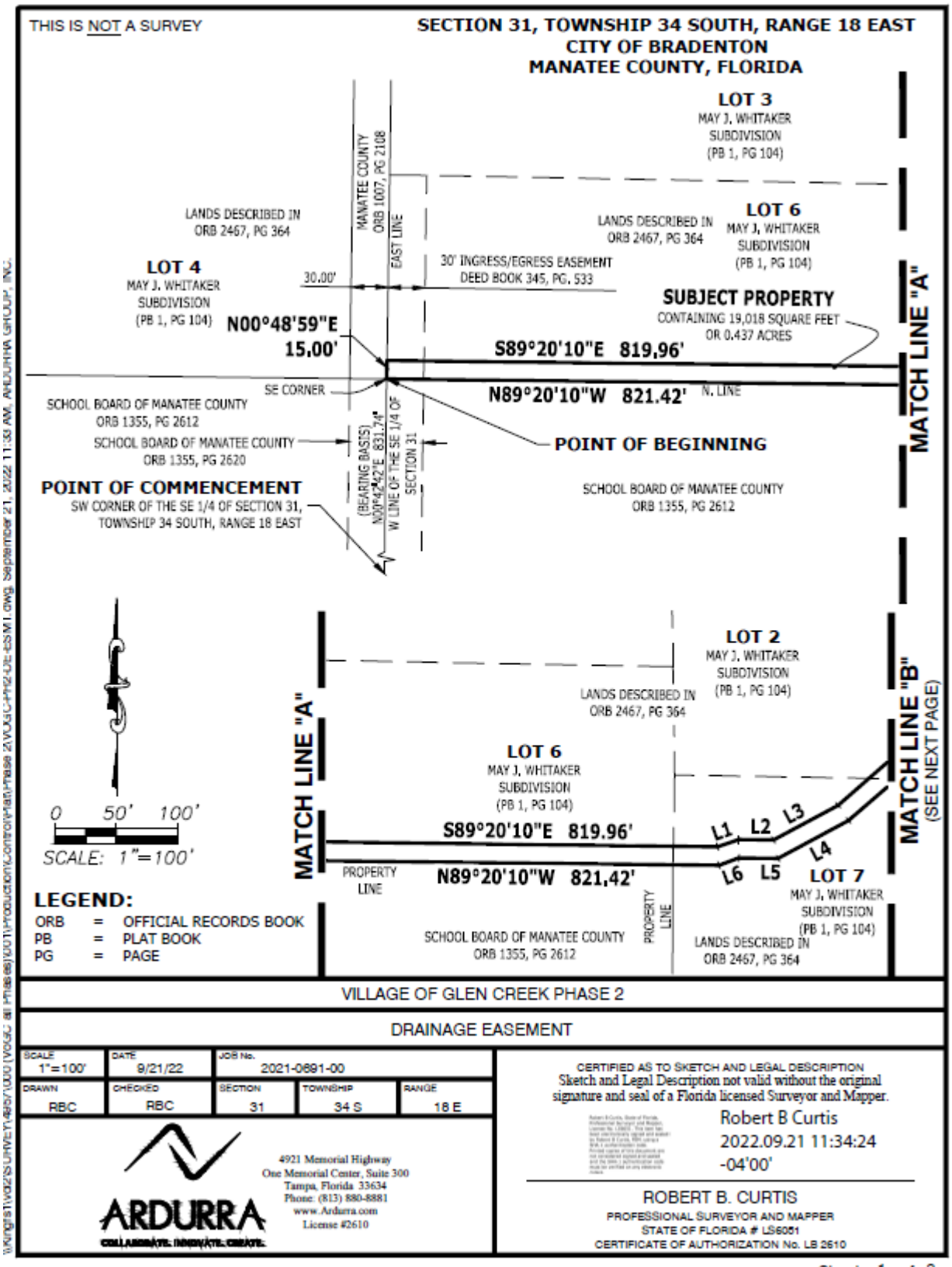
Exhibit B

DESCRIPTION: OVERALL PROPERTY (PREPARED BY SURVEYOR)

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST; THENCE N88°59'17"W, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 604.69 FT.; THENCE N01°00'43"E, PERPENDICULAR TO SAID SOUTH LINE, A DISTANCE OF 42.00 FT. TO THE INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY OF 26TH AVENUE EAST, AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1389, PAGE 6158, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, FOR A POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF "OAKWOOD SUBDIVISION", AS PER PLAT THEREOF RECORDED IN PLAT BOOK 16, PAGES 69 THROUGH 71, SAID PUBLIC RECORDS; THENCE N00°39'14"E, ALONG THE EASTERLY LINE OF SAID "OAKWOOD SUBDIVISION", A DISTANCE OF 786.99 FT. TO THE INTERSECTION WITH THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 2467, PAGE 364, SAID PUBLIC RECORDS; THENCE S89°20'14"E, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 1389.61 FT. TO THE INTERSECTION WITH THE WESTERLY LINE OF AFORESAID CERTAIN PARCEL; THENCE S00°19'37"W, ALONG SAID WESTERLY LINE, A DISTANCE OF 795.50 FT. TO THE INTERSECTION WITH AFORESAID NORTHERLY RIGHT-OF-WAY OF 26TH AVENUE WEST; THENCE N88°59'17"W, ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 1394.18 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 31, TOWNSHIP 34 SOUTH, RANGE 18 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 25.29 ACRES, MORE OR LESS.

Exhibit C



VILLAGE OF GLEN CREEK PHASE 2

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Sheet 1 of 3

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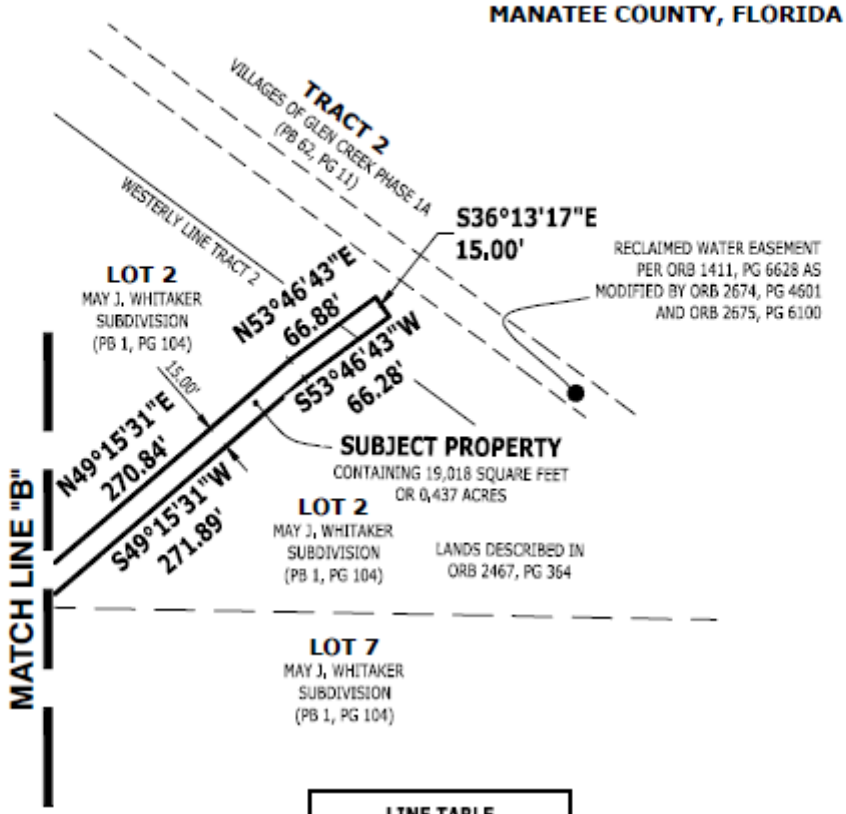

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VILLAGE OF GLEN CREEK PHASE 2

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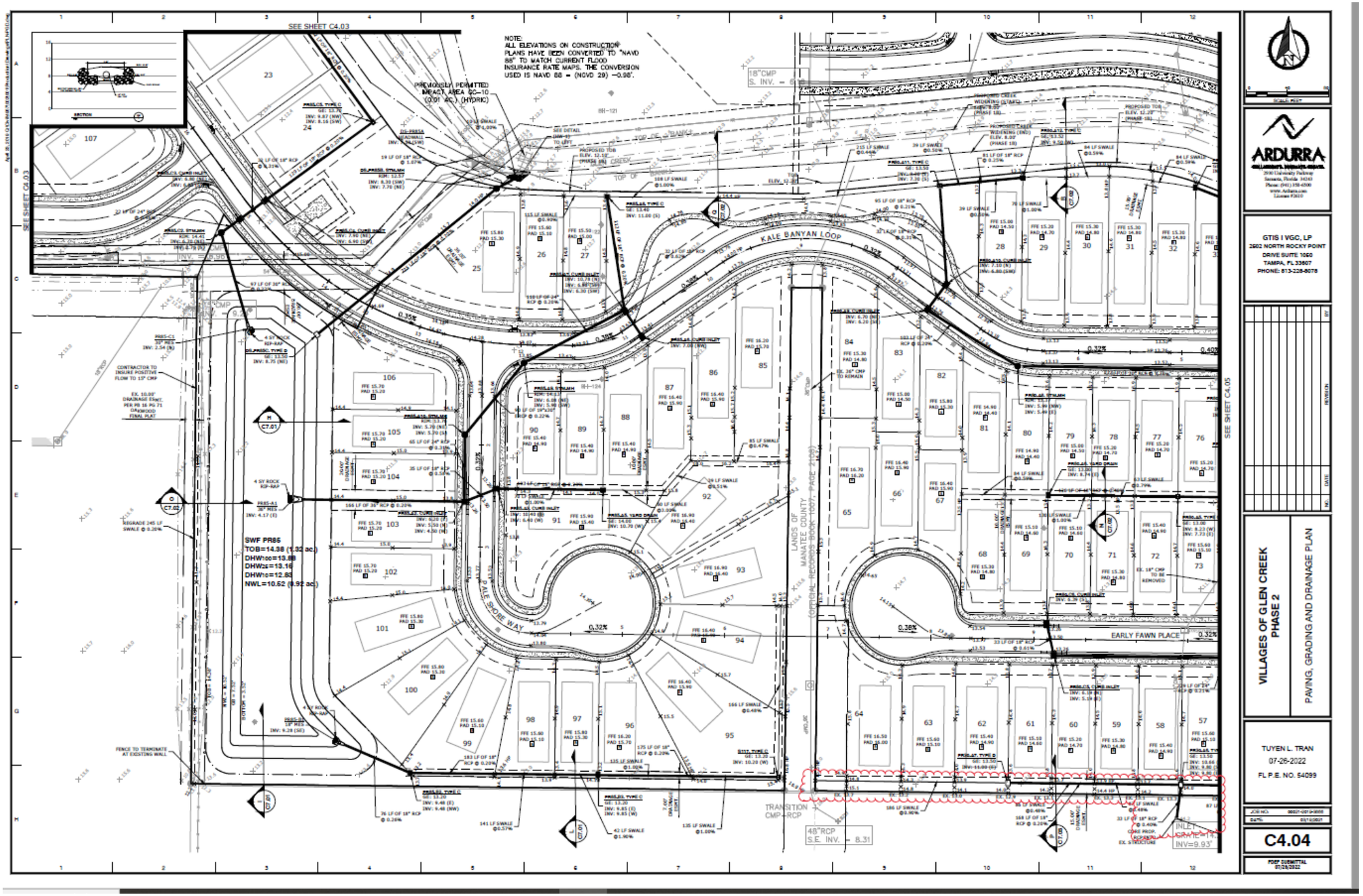
W:\Kingfs1\wd2\SURVEY\4957\000 (VoGC all Phases)\001\Production\Control\Plat\Phase 2\VOGC-PH2-DE-ESMT.dwg, September 21, 2022 11:33 AM, ARDURRA GROUP, Inc.

Exhibit D


NOTE:
ALL ELEVATIONS ON CONSTRUCTION PLANS HAVE BEEN CONVERTED TO "NAVD 88" TO MATCH CURRENT FLOOD INSURANCE RATE MAPS. THE CONVERSION USED IS NAVD 88 = (NGVD 29) −0.98'.
SEE SHEET C4.03
SEE SHEET C4.05
KALE BANYAN LOOP
PALE SHORE WAY
EARLY FAWN PLACE
LANDS OF MANATEE COUNTY (ORIGINAL RECORDS BOOK 1607, PAGE 2106)
SWF PR85
TOB=14.38 (1.32 ac.)
DHW100=13.88
DHW25=13.15
DHW10=12.85
NWL=10.52 (0.92 ac.)
ARDURRA
GTIS I VGC, LP
2602 NORTH ROCKY POINT DRIVE SUITE 1060
TAMPA, FL 33607
PHONE: 813-228-8078
VILLAGES OF GLEN CREEK PHASE 2
PAVING, GRADING AND DRAINAGE PLAN
TUYEN L. TRAN
07-26-2022
FL P.E. NO. 54099
C4.04
FDEP SUBMITTAL
01/28/2022

NOTE:
ALL ELEVATIONS ON CONSTRUCTION PLANS HAVE BEEN CONVERTED TO "NAVD 88" TO MATCH CURRENT FLOOD INSURANCE RATE MAPS. THE CONVERSION USED IS NAVD 88 = (NGVD 29) −0.96'.

KEY:
PHASE 2A LINE:
PHASE 2A HATCH:
PHASE 2A PAVEMENT LIMITS

SWF PR50
TOB=13.67 (0.67 ac.)
DHW100=13.11
DHW25=12.34
DHW10=11.82
NWL=9.02 (0.43 ac.)

SWF PR30
TOB=13.66 (2.75 ac.)
DHW100=13.00
DHW25=12.27
DHW10=11.84
NWL=9.02 (2.22 ac.)

PREVIOUSLY PERMITTED IMPACT AREA GC-13 (0.05 AC.)

PREVIOUSLY PERMITTED IMPACT AREA GC-15 (0.01 AC.)

EVERSON STREET

KALE BANYAN LOOP

EARLY FAWN PLACE

SEE SHEET C4.04

GTIS I VGC, LP
2602 NORTH ROCKY POINT DRIVE SUITE 1050
TAMPA, FL 33607
PHONE: 813-228-6078

VILLAGES OF GLEN CREEK PHASE 2

PAVING, GRADING AND DRAINAGE PLAN

TUYEN L. TRAN
07-26-2022
FL P.E. NO. 54099

C4.05

FDEP SUBMITTAL
07/26/2022

AGENDA ITEM NO. 11.25

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Occupational and Physical Therapy Services, SDMC No. 24-0032-BS, Continued Procurement with Vendors, Estimated in the amount of $3,500,000.00

Executive Summary
The District is required to provide necessary occupational and physical therapy services for students that require it as identified by the Exceptional Student Education (ESE) Department.

Approval of this agenda item 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. Additional suppliers are required to cover therapy needs of the District. Additional suppliers will be add as needed throughout the contract and renewal periods.

The requested contract period is valid from July 1, 2023 through June 30, 2024, with renewal through June 30, 2025.

Historical Expenditures are as follows:

- YTD 2022-2023 $3,267,236.00
- 2021-2022 $2,910,019.30
- 2020-2021 $2,940,699.70

The suppliers are:

- Children's Therapy Associates, Bradenton, FL, Florida Document P97000080724
- Children's Therapy Solutions, Bradenton, FL, Florida Document P04000057671
- Community Rehab Associates, Saint Petersburg, FL, Florida Document P00000108905
- EBS Healthcare, , Bradenton, FL, Florida Document No. F03000002438
- Edge Therapies, Bradenton, FL, Florida Document No. L21000425090
- Hugs Therapy Works, Bradenton, FL, Florida Document P03000033701
- Invo Healthcare Associates, Tallahassee, FL, Florida Document M13000003494
- Hawkins Pediatric Therapy dba Kidspot, Palmetto, FL, Florida Document No. L21000019477
- Orange Tree Staffing, Winter Park, FL, Florida Document L10000039019
- Pure Heart Physical Therapy, Bradenton, FL, Florida Document P10000072969
- Rainbow Children's Therapy, Parrish, FL, Florida Document P00000037201
- Sunset Therapy Services, Bradenton FL, Florida Document P10000046923

Subsection 6A-1.012(8) F.A.C. (11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for the purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration."

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

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Recommendation
The Superintendent recommends approval to purchase occupational and physical therapy services, SDMC No. 24-0032-BS, continued procurement with vendors, estimated in the amount of $3,500,000.00.

Financial Impact
The cost to implement this agenda item is estimated at $3,500,000.00. The funding source for this annually estimated expenditure is General Fund and IDEA-Individual's with Disabilities in Education Act and is included in ESE Department's proposed budget for 2023-2024.

Contact
Submitting Departments: Exceptional Student Education and Purchasing
Initiated By: Nicole Cox and Ruth Gruett

Attachments:
OT-PT Contract for Services

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM General and IDEA FUNDS
Budgeted, Federal, Grant, Internal

ESE Department
Name of School/Department

PO# 24-0032-BS

○ $25,000 & UNDER
PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT

○ $25,000 - $49,999
PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT

◉ $50,000 & OVER
PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this ____ day of _____ , 20____, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and _____. (Vendor).

VENDOR:

Business Name: _____ Vendor No. _____
Representative: _____ Position: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____
SDMC Employee: Yes: (____) No: (____) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}
To provide Occupational Therapy and Physical Therapy Services (OT/PT) per Exhibit A Specifications/Scope of Work and Exhibit B Agency Provided/Independent Contract Verification Sheet. This contract will have the option for a one year renewal valid through 6/30/2024 as agreed upon in writing. $55.50 OT/PT-$43 OTA/PTA

And shall be performed at the following location(s): District Sites
Date(s) of Service(s): 07/01/2023 to 06/30/2024 with renewal through 6/30/2025 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0032-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $$55.50 OT/PT-$43 OTA/ per unit where the unit of measure is Per Hour.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line GF-31301010000.4310.5200 & 31304214209.4310.5200

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

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

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:

_____

SIGNATURES:

_____		_____	
Vendor	Date	Deputy Superintendent	Date
_____		_____	
School Principal	Date	Superintendent (over $25,000)	Date
_____		_____	
Legal	Date	Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- Section 775.30, relating to terrorism.
- Section 782.04, relating to murder.
- Section 787.01, relating to kidnapping.
- Any offense under chapter 800, relating to lewdness and indecent exposure.
- Section 826.04, relating to incest.
- Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

Exhibit A

SPECIFICATIONS/SCOPE OF WORK
OCCUPATIONAL AND PHYSICAL THERAPY SERVICES, SDMC NO. 24-0032-BS

It is expected that the service contract will be valid for the 2023-2024 school year. This contract will have the option for a one-year renewal for the 2024-2025 school year as agreed upon in writing. Professional Liability will be required for each contractor. The School District of Manatee County must be listed as an additional insured.

Contractor(s) unable to continue services must provide the School District of Manatee County a 30 day notice. This 30 day notice applies to each agency **OT/PT** provider to each sole proprietor independent contractor. The School Board retains the right to discontinue any individual agency provider or sole proprietor by giving a 30 day notice at any time.

There will be an average of 7 hours per day, for a maximum of 35 hours per week (full time work week) for each therapist employment. Part time hours will be approved as agreed upon by the District. Occupational and Physical Therapists shall work during approved school hours for instructional employees (teachers) and on calendared student attendance days, teacher work and teacher record days only.

The Academic calendars may be located on the District website at www.manateeschools.net

Any additional hours must have pre-approval, in writing, prior to the additional hours worked by Program Supervisor or ESE Director. All vendors/contractors must adhere to the same Policy and Procedures as School District of Manatee County Schools.

All therapists eligible to bill Medicaid, as defined in applicable laws, rules and regulations, shall be required to bill Medicaid.

The contractor shall have qualified personnel providing occupational and physical therapy services under this contract and be knowledgeable of the purpose of educationally relevant Occupational and Physical Therapy in accordance with Individuals with Disability in Education Act (IDEA) and applicable to Florida Special Education Laws, Rules and Regulations. A "working knowledge" of English and the ability to effectively communicate with parents and staff is essential. Personnel should be an expert in screening, evaluating, and appropriate functioning for learning tasks. Contract will be considered only from firms or therapists which are regularly engaged in the business of providing the services as described and requested; have a record of performance for a reasonable period of time; have sufficient organization to ensure that they can satisfactorily execute the services of the contract under the terms and conditions herein stated. The term "organization" as used herein shall be construed to mean a well established company or therapist in line with the best business practices in the industry and determined in discretion by the proper authorities of the School District of Manatee County.

The School District will be responsible for equipment specific to students' needs and any student specific equipment will stay with student/school but not limited to chairs, desk, etc. The School District may also provide permanent treatment equipment that will stay at a school and will be used by all therapists servicing that school.

The contractors/agencies will be responsible for supplies (pens, pencils etc.); office equipment, therapy consumables (glue, paper etc.); supplies/materials for basic therapy needs (scissors, crayons, etc.); basic therapy equipment that stays with the therapist/agency (test kits and protocols/test booklets, etc.), and training/supervision of staff. Used protocols/test booklets become property of the District and shall be maintained in the student main ESE file.

The contractor/agency/individual is required to keep record of therapist attendance/hours worked and submit the Time Verification Sheet form(s) attached to the invoice at each billing cycle. Payment may be delayed if appropriate attendance is not included with the invoice. **See Exhibit B for Sample of the required form.**

Contractor/agencies agree to supply necessary forms needed for therapist and provide materials (Diagnostic and Therapy) necessary for management.

The District shall provide space in which occupational and physical therapy can be delivered in accordance with the program philosophy and to make records of students available to professional staff members as necessary to provide services.

The Therapist and the District Mutually Agree:

A. Unforeseen questions or any problems whatsoever arising during the administration of the contract between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing which shall then be attached to and made part of this contract as a clarifying interpretation.
B. To retain all required records for a period of three years beyond final payments and all other pending matters are closed.
C. To grant access by School District, the Florida Department of Education, the Auditor General's Office, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, paper and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examinations, excepts and transcriptions.
D. Ability to have a flexible schedule to meet the needs of the students in Manatee County Schools. Ability to attend off campus student activities may be required periodically.
E. Work employment does not constitute permanent employment within the District. However, if the District decides to hire the individual on a permanent basis, the agency shall waive their fee.
F. Upon award the proposer/employee shall agree to take any DOE required training at no additional cost to the District.

FDLE & FBI backgrounds checks will be the financial responsibility of the contractor, following the procedure the District requires.

OT/PT photo identification cards shall be the financial responsibility of the contractor, following the procedure the District requires.

NOTE: The School District reserves the right to interview any or all agency personnel to provide services under this contract at any time during the contract period to acceptance.

EXHIBIT B

AGENCY PROVIDED/INDEPENDENT CONTRACTOR TIME VERIFICATION SHEET

Name of Contractor _____ For the Month of _____, 20_____

Service Delivered _____

Week 1-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

Week 2-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

Week 3-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

Week 4-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

Week 5-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

_____

Agency Provided/Independent Contractor's Signature
My Signature certifies hours worked and Absences

_____

Principal/Designee Signature

_____

Principal/Designee Signature

_____

Principal/Designee Signature

_____

ESE Director Signature

AGENDA ITEM NO. 11.26

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Speech Language Pathology Services, SDMC No. 24-0033-BS, Continued Procurement with Vendors, Estimated in the amount of $4,000,000.00

Executive Summary
The District is required to provide necessary speech language pathology services for students that require it as identified by the Exceptional Student Education (ESE) Department.

Approval of this agenda item 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. Additional suppliers are required to cover therapy needs of the District. Additional suppliers will be add as needed throughout the contract and renewal periods.

The requested contract period is valid from July 1, 2023 through June 30, 2024, with renewal through June 30, 2025.

Historical Expenditures are as follows:

- YTD 2022-2023 $3,566.270.48
- 2021-2022 $4,040,910.90
- 2020-2021 $3,848,015.42

The suppliers are:

- Anchors Away Therapy Services, LLC, Bradenton, FL, Florida Document No. L19000188782
- Children's Therapy Associates, Bradenton, FL, Florida Document No. P97000080724
- Children's Therapy Solutions, Bradenton, FL, Florida Document No. P04000057671
- The Communication Nook, Sarasota, FL, Florida Document No. L15000029074
- Community Rehab Associates, Saint Petersburg, FL, Florida Document No. P0000108905
- EBS Healthcare Staffing Services, Bradenton, FL, Florida Document No. F0300002438
- Edge Therapies, Bradenton, FL, Florida Document No. L21000425090
- Giraffic Park Therapy Center, Bradenton, FL, Florida Document No. L04000093593
- Hawkins Pediatric Therapy dba Kidspot, Palmetto, FL, Florida Document No. L21000019477
- Invo Healthcare Associates, Tallahassee, FL, Florida Document No. M13000003494
- KC Therapy, Bradenton, FL, Florida Document No. P11000091055
- Kristen Combs York, Bradenton, FL, Florida Document No. Not Required
- Goodlad Therapy Services, Bradenton, FL, Florida Document No. L22000182297
- Lumen Healthcare Partners, LLC, Sarasota, FL, Florida Document No. L22000037356
- Medical Interpreting Consultants, LLC, Bradenton, FL, Florida Document No. L11000128061
- Orange Tree Staffing, Winter Park, FL, Florida Document No. L10000039019
- Pediatric Priorities, Wimauma, FL, Florida Document No. L18000057370
- Princeton Staffing Solutions, Boca Raton, FL, Florida Document No. L15000123533
- Riverside SP, LLC, Bradenton, FL, Florida Document No. L04000076527
- Soliant Health, Inc., Peachtree Corners, GA, Florida Document No. M20000002533

- Therapeutic Potentials, Sarasota, FL, Florida Document No. P02000066957
- Therapy Depot, Bradenton, FL, Florida Document No. P22000028041

Subsection 6A-1.012(8) F.A.C. (11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for the purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration."

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

Ready To Learn | Goal 2
Utilize screening tools and evidence-based programs to support students with substantial reading needs, such as dyslexia

Recommendation
The Superintendent recommends approval to purchase speech language pathology services, SDMC No. 24-0033-BS, continued procurement with vendors, estimated in the amount of $4,000,000.00.

Financial Impact
The cost to implement this agenda item is estimated at $4,000,000.00. The funding source for this annually estimated expenditure is General Fund and IDEA-Individual's with Disabilities in Education Act and is included in ESE Department's proposed budget for 2023-2024.

Contact
Submitting Departments: Exceptional Student Education and Purchasing
Initiated By: Nicole Cox and Ruth Gruett

Attachments:
OT-PT Contract for Services

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM General and IDEA FUNDS
Budgeted, Federal, Grant, Internal

ESE Department
Name of School/Department

PO# 24-0032-BS

○ $25,000 & UNDER
PRINCIPAL/DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT

○ $25,000 - $49,999
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
& SUPERINTENDENT

◉ $50,000 & OVER
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this ____ day of _____ , 20____, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and _____. (Vendor).

VENDOR:

Business Name: _____ Vendor No. _____
Representative: _____ Position: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____
SDMC Employee: Yes: (____) No: (____) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}
To provide Occupational Therapy and Physical Therapy Services (OT/PT) per Exhibit A Specifications/Scope of Work and Exhibit B Agency Provided/Independent Contract Verification Sheet. This contract will have the option for a one year renewal valid through 6/30/2024 as agreed upon in writing. $55.50 OT/PT-$43 OTA/PTA

And shall be performed at the following location(s): District Sites
Date(s) of Service(s): 07/01/2023 to 06/30/2024 with renewal through 6/30/2025 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0032-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $$55.50 OT/PT-$43 OTA/per unit where the unit of measure is Per Hour.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line GF-31301010000.4310.5200 & 31304214209.4310.5200

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

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

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____
Vendor Date

_____
School Principal Date

_____
Legal Date

_____
Deputy Superintendent Date

_____
Superintendent (over $25,000) Date

_____
Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

Exhibit A

SPECIFICATIONS/SCOPE OF WORK
OCCUPATIONAL AND PHYSICAL THERAPY SERVICES, SDMC NO. 24-0032-BS

It is expected that the service contract will be valid for the 2023-2024 school year. This contract will have the option for a one-year renewal for the 2024-2025 school year as agreed upon in writing. Professional Liability will be required for each contractor. The School District of Manatee County must be listed as an additional insured.

Contractor(s) unable to continue services must provide the School District of Manatee County a 30 day notice. This 30 day notice applies to each agency **OT/PT** provider to each sole proprietor independent contractor. The School Board retains the right to discontinue any individual agency provider or sole proprietor by giving a 30 day notice at any time.

There will be an average of 7 hours per day, for a maximum of 35 hours per week (full time work week) for each therapist employment. Part time hours will be approved as agreed upon by the District. Occupational and Physical Therapists shall work during approved school hours for instructional employees (teachers) and on calendared student attendance days, teacher work and teacher record days only.

The Academic calendars may be located on the District website at www.manateeschools.net

Any additional hours must have pre-approval, in writing, prior to the additional hours worked by Program Supervisor or ESE Director. All vendors/contractors must adhere to the same Policy and Procedures as School District of Manatee County Schools.

All therapists eligible to bill Medicaid, as defined in applicable laws, rules and regulations, shall be required to bill Medicaid.

The contractor shall have qualified personnel providing occupational and physical therapy services under this contract and be knowledgeable of the purpose of educationally relevant Occupational and Physical Therapy in accordance with Individuals with Disability in Education Act (IDEA) and applicable to Florida Special Education Laws, Rules and Regulations. A "working knowledge" of English and the ability to effectively communicate with parents and staff is essential. Personnel should be an expert in screening, evaluating, and appropriate functioning for learning tasks. Contract will be considered only from firms or therapists which are regularly engaged in the business of providing the services as described and requested; have a record of performance for a reasonable period of time; have sufficient organization to ensure that they can satisfactorily execute the services of the contract under the terms and conditions herein stated. The term "organization" as used herein shall be construed to mean a well established company or therapist in line with the best business practices in the industry and determined in discretion by the proper authorities of the School District of Manatee County.

The School District will be responsible for equipment specific to students' needs and any student specific equipment will stay with student/school but not limited to chairs, desk, etc. The School District may also provide permanent treatment equipment that will stay at a school and will be used by all therapists servicing that school.

The contractors/agencies will be responsible for supplies (pens, pencils etc.); office equipment, therapy consumables (glue, paper etc.); supplies/materials for basic therapy needs (scissors, crayons, etc.); basic therapy equipment that stays with the therapist/agency (test kits and protocols/test booklets, etc.), and training/supervision of staff. Used protocols/test booklets become property of the District and shall be maintained in the student main ESE file.

The contractor/agency/individual is required to keep record of therapist attendance/hours worked and submit the Time Verification Sheet form(s) attached to the invoice at each billing cycle. Payment may be delayed if appropriate attendance is not included with the invoice. **See Exhibit B for Sample of the required form.**

Contractor/agencies agree to supply necessary forms needed for therapist and provide materials (Diagnostic and Therapy) necessary for management.

The District shall provide space in which occupational and physical therapy can be delivered in accordance with the program philosophy and to make records of students available to professional staff members as necessary to provide services.

The Therapist and the District Mutually Agree:

A. Unforeseen questions or any problems whatsoever arising during the administration of the contract between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen problems or questions shall be reduced to writing which shall then be attached to and made part of this contract as a clarifying interpretation.
B. To retain all required records for a period of three years beyond final payments and all other pending matters are closed.
C. To grant access by School District, the Florida Department of Education, the Auditor General's Office, the appropriate Federal agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, paper and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examinations, excepts and transcriptions.
D. Ability to have a flexible schedule to meet the needs of the students in Manatee County Schools. Ability to attend off campus student activities may be required periodically.
E. Work employment does not constitute permanent employment within the District. However, if the District decides to hire the individual on a permanent basis, the agency shall waive their fee.
F. Upon award the proposer/employee shall agree to take any DOE required training at no additional cost to the District.

FDLE & FBI backgrounds checks will be the financial responsibility of the contractor, following the procedure the District requires.

OT/PT photo identification cards shall be the financial responsibility of the contractor, following the procedure the District requires.

NOTE: The School District reserves the right to interview any or all agency personnel to provide services under this contract at any time during the contract period to acceptance.

EXHIBIT B

AGENCY PROVIDED/INDEPENDENT CONTRACTOR TIME VERIFICATION SHEET

Name of Contractor _____ For the Month of _____, 20_____

Service Delivered _____

Week 1-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

Week 2-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

Week 3-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

Week 4-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

Week 5-Total Hours _____

Day	Date	In	Out	In	Out	Hours	Location/School
Mon							
Mon							
Mon							
Tue							
Tue							
Tue							
Wed							
Wed							
Wed							
Thu							
Thu							
Thu							
Fri							
Fri							
Fri							

_____

Agency Provided/Independent Contractor's Signature
My Signature certifies hours worked and Absences

_____

Principal/Designee Signature

_____

Principal/Designee Signature

_____

Principal/Designee Signature

_____

ESE Director Signature

AGENDA ITEM NO. 11.27

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Athletic Referee Services, SDMC No. 24-0040-BS, Continued Procurement for Services, Estimated in the Amount of $70,000.00

Executive Summary
Florida High School Athletic Association requires member schools to use sanctioned Officials associations. This item represents all official associations used by both high school and middle school athletics for the academic year. The District will be utilizing the Florida High School Athletic Association (FHSAA) sanctioned officials.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

Historical expenditures are as follows:

- YTD 2022-2023 $67,940.00
- 2021-2022 $70,580.00
- 2020-2021 $92,316.00

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

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

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

Recommendation
The Superintendent recommends approval to purchase Athletic Referee Services, SDMC No. 24-0040-BS, continued procurement for services, estimated in the amount of $70,000.00.

Financial Impact
The funding source for these annually estimated expenditures will be from School's Internal Account Athletic Funds and General Funds and is included in the Schools proposed budget for the 2023-2024 school year.

Contact
Submitting Departments: Secondary Education and Purchasing
Initiated By: Willie Clark and Ruth Gruett

AGENDA ITEM NO. 11.28

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Chapter One Literacy Program and Tutoring, SDMC No. 24-0041-BS, Estimated in the Amount of $109,000.00

Executive Summary
Chapter One K-3 Literacy Program including high Impact Tutoring and Online Reading Support provides research-based, individualized reading practice for students in grades K-3. Chapter One will also provide unlimited access to the Chapter One web-based software to the participating schools and classrooms. In-person tutors will work with kindergarten and first grade. This service will support student achievement by accelerating the closing of instructional gaps in reading as measured by FAST.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed as budget allows. The requested license purchase will renew annually upon agreement.

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(8) F.A.C. (11) states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for the purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration."

Subsection 6A-1.012(14) F.A.C. states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.”

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

Ready 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 to purchase Chapter One literacy program and tutoring, SDMC No. 24-0041-BS, estimated in the amount of $109,000.00.

Financial Impact
The funding source for this expenditure is HIITS funds and is included in the Curriculum and Professional Learning Department proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Professional Learning and Purchasing
Initiated By: Dr. Laurie Breslin and Ruth Gruett

Attachments:
2023-2024 Ch1 Scope of Work
Ch1 Memorandum
Ch1 Quote



STATEMENT OF WORK

Chapter One (formerly Innovations for Learning, IFL) is pleased to partner with Manatee County Public Schools (hereinafter the "District") effective August 1, 2023, through June 30, 2024 to combine efforts to improve student achievement in literacy.

Chapter One will provide the following:

Chapter One K-3 Literacy Program including High Impact Tutoring® and Online Reading Support to provide research-based, individualized reading practice for students in grades K-3 as detailed below. CHAPTER ONE will provide unlimited access to the CHAPTER ONE web-based software during the term of this contract to the participating schools and classrooms.

High Impact Tutoring

- CHAPTER ONE will hire and provide Early Literacy Interventionists (ELIs) to work in the participating schools. All ELIs are qualified and trained by CHAPTER ONE in the delivery of our systematic and explicit high impact instructional model with the highest fidelity. All ELIs will be knowledgeable of and agree to adhere to the Child Safety and Protection Guidelines set forth by CHAPTER ONE; as well as, complying with District guidelines. CHAPTER ONE will conduct and clear ELIs through Level I Background checks that are updated monthly and agrees to have ELIs meet any additional background requirements the District requires.
- The ELIs will work with students in participating classrooms for 60 minutes per day.
- Each participating child will receive 1-4 instructional conferences each week from 5-7 minutes in duration, based upon need.
- ELIs will collaborate with the school and participating teachers on the best method for conferencing and will meet on-site at the school while students are in attendance on campus.
- CHAPTER ONE will provide student login credentials for students to access our student portal for timely and immediate reinforcement of conferencing instruction, by interacting with 14 different reinforcement activities in the portal for 10-15 each day. Student portal practice time may be completed any time during the school day that fits in the classroom schedule.
- CHAPTER ONE will provide login credentials to both teachers and administrators into the High Impact Tutoring system for full transparency into the work being done. Reports that illustrate student progress and activity are available on demand within the portal.
- Complete High Impact Tutoring curriculum software for K-3.
- All tech set up to support the implementation

OPTIONAL Online Supported Reading for Grade 1 Classrooms

First grade students may participate in our Online Supported Reading program (an online, screen sharing program that pairs first grade students with corporate-based volunteers for additional 1:1 reading and phonics support.. A minimum of 10 students per classroom will be selected. CHAPTER ONE will provide the complete program for participating classrooms which includes: access to the software; a laptop and headphones; all administrative tasks including corporate tutor recruitment, tutor training, background checks, teacher/student training, tutor station set up, and technical support.

Program Support for Online Supported Reading
The lFL ELI will deliver implementation and support services for each participating classroom. Professional development begins in the fall with an initial 45-minute mandatory training for participating teachers. On-going support will be provided to each site throughout the year.

Technical Support
CHAPTER ONE will provide unlimited email and chat support to all participating school staff. Unlimited CHAPTER ONE phone tech support will be available to a designated school representative along with the ELIs.

CHAPTER ONE Executive Leadership Briefings and Communications
CHAPTER ONE will offer Implementation Status Briefings (mid-year, end of year) to the Principal and/or delegated leadership team to ensure open lines of communication at all levels. In addition, participating principals will receive monthly status reports and the opportunity to meet with their ELI on-site.

The School(s) will provide the following:

- Identify and notify teachers for participation in the CHAPTER ONE implementation.
- Share assessment data with CHAPTER ONE including pre- and post-assessment scores when applicable.
- Meet with CHAPTER ONE staff as appropriate to support the implementation.
- Support and facilitate connectivity into the participating classrooms for ELIs assigned to the campus.
- Support and facilitate communication to parents for students participating in the program, as needed.
- Collaborate on public relations and press-related requests regarding the CHAPTER ONE implementation.

Principal(s) will:

- Agree to support the fidelity of the implementation in participating classrooms.
- Designate one school staff member to act as the key point of contact and communication for implementation purposes.
- Ensure pre- and post-assessments are administered and shared with CHAPTER ONE
- Ensure that teachers collaborate with ELIs to establish a mutually agreed upon schedule and access into the classrooms.

First Grade Online Reading Support Teachers will:

- Support the program and check the classroom online tutoring laptop each morning before the first scheduled tutoring session.
- Take daily attendance
- Notify tutors through the online Messaging Center if there is a sudden change in schedule for the day.

High Impact Tutoring Teachers Will:

- Support the High Impact Tutoring program by permitting the ELIs to work with students individually and by establishing a mutually agreed upon schedule and access into the classroom for conferencing to occur for 60 minutes each day.
- Allow the ELIs to perform her/his work as directed by CHAPTER ONE
- Implement the use of the CHAPTER ONE student portal as part of the classroom's station rotation during the literacy block for 10-15 minutes daily or assigning it to students as an activity to be completed during the school day.

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This Agreement shall commence on August 1, 2023 through June 30, 2024. This agreement is governed by the laws of the State of Florida.

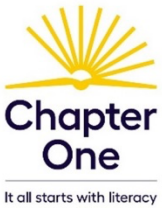
Total # of Participating Classrooms:

High Impact Tutoring for Kindergarten and grade one students at 4 named schools for the 2023/24 school year for classrooms up 20 students per room. An additional cost of $340 per student per school year will be assessed in classrooms with more than 20 students.

Partnership Fees: $108,800.00

CHAPTER ONE will charge an additional $340 per student per year for students in excess of 20 per classroom

We look forward to a successful partnership to benefit the students of Manatee Public Schools



Chapter One MEMORANDUM OF UNDERSTANDING

Chapter One (Chapter One) is pleased to partner with Manatee County Public Schools (hereinafter the "District") effective August 1, 2023, through June 30, 2024 to combine efforts to improve student achievement in literacy.

Chapter One will provide the following:

Chapter One K-3 Literacy Program including High Impact Tutoring® and Online Reading Support to provide research-based, individualized reading practice for students in grades K-3 as detailed below. Chapter One will provide unlimited access to the Chapter One web-based software during the term of this contract to the participating schools and classrooms.

High Impact Tutoring

- Chapter One will hire and provide Early Literacy Interventionists (ELIs) to work in the participating schools. All ELIs are qualified and trained by Chapter One in the delivery of our systematic and explicit high impact instructional model with the highest fidelity. All ELIs will be knowledgeable of and agree to adhere to the Child Safety and Protection Guidelines set forth by Chapter One; as well as, complying with District guidelines. Chapter One will conduct and clear ELIs through Level I Background checks that are updated monthly and agrees to have ELIs meet any additional background requirements the District requires.
- The ELIs will work with students in participating classrooms for 60 minutes per day.
- Each participating child will receive 1-4 instructional conferences each week from 5-7 minutes in duration, based upon need.
- ELIs will collaborate with the school and participating teachers on the best method for conferencing and will meet on-site at the school while students are in attendance on campus.
- Chapter One will provide student login credentials for students to access our student portal for timely and immediate reinforcement of conferencing instruction, by interacting with 14 different reinforcement activities in the portal for 10-15 each day. Student portal practice time may be completed any time during the school day that fits in the classroom schedule.
- Chapter One will provide login credentials to both teachers and administrators into the High Impact Tutoring system for full transparency into the work being done. Reports that illustrate student progress and activity are available on demand within the portal.
- Complete High Impact Tutoring curriculum software for K-3.
- All tech set up to support the implementation

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First grade students may participate in our Online Supported Reading program (an online, screen sharing program that pairs first grade students with corporate-based volunteers for additional 1:1 reading and phonics support.. A minimum of 10 students per classroom will be selected. Chapter One will provide the complete program for participating classrooms which includes: access to the software; a laptop and headphones; all administrative tasks including corporate tutor recruitment, tutor training, background checks, teacher/student training, tutor station set up, and technical support.

Program Support for Online Supported Reading
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Technical Support
Chapter One will provide unlimited email and chat support to all participating school staff. Unlimited Chapter One phone tech support will be available to a designated school representative along with the ELIs.

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Chapter One will offer Implementation Status Briefings (mid-year, end of year) to the Principal and/or delegated leadership team to ensure open lines of communication at all levels. In addition, participating principals will receive monthly status reports and the opportunity to meet with their ELI on-site.

The School(s) will provide the following:
- Identify and notify teachers for participation in the Chapter One implementation.
- Share assessment data with Chapter One including pre- and post-assessment scores when applicable.
- Meet with Chapter One staff as appropriate to support the implementation.
- Support and facilitate connectivity into the participating classrooms for ELIs assigned to the campus.
- Support and facilitate communication to parents for students participating in the program, as needed.
- Collaborate on public relations and press-related requests regarding the Chapter One implementation.

Principal(s) will:
- Agree to support the fidelity of the implementation in participating classrooms.
- Designate one school staff member to act as the key point of contact and communication for implementation purposes.
- Ensure pre- and post-assessments are administered and shared with Chapter One

- Ensure that teachers collaborate with ELIs to establish a mutually agreed upon schedule and access into the classrooms.

First Grade Online Reading Support Teachers will:

- Support the program and check the classroom online tutoring laptop each morning before the first scheduled tutoring session.
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- Allow the ELIs to perform her/his work as directed by Chapter One
- Implement the use of the Chapter One student portal as part of the classroom's station rotation during the literacy block for 10-15 minutes daily or assigning it to students as an activity to be completed during the school day.

.

This Agreement shall commence on August 1, 2023 through June 30, 2024. This agreement is governed by the laws of the State of Florida.

Total # of Participating Classrooms:

High Impact Tutoring for Kindergarten and grade one students at 4 named schools for the 2023/24 school year for classrooms up 20 students per room. An additional cost of $340 per student per school year will be assessed in classrooms with more than 20 students.

****Partnership Fees: $108,800.00***

****Chapter One will charge an additional $340 per student per year for students in excess of 20 per classroom***

We look forward to a successful partnership to benefit the students of Manatee Public Schools

Agreed by Chapter One: Agreed by: Manatee County Public School District

Signature:	Signature:
Name: Kim Whitten	Name:
Title: Chief Operating Officer	Title:
Date:	Date:

Chapter One
13553 State Road 54, Suite #50
Odessa, FL 33556 US
kim@chapterone.org
www.chapterone.org

ADDRESS
Dr. Laurie Breslin
Manatee County School District
215 Manatee Avenue West
Bradenton, FL 34202
United States

Estimate 1144

DATE 02/10/2023

EXPIRATION DATE 04/30/2023

DESCRIPTION	QTY	RATE	AMOUNT
High Impact Tutoring for Kindergarten students at 4 elementary schools for the 2023/24 school year for classrooms up 20 students per room.	16	6,800.00	108,800.00
TBD Cost per student per year over 20 per classroom	0	340.00	0.00

Upon receipt of your purchase order, Chapter One will invoice in the amount shown on this quote and for the 2023-2024 school year.

TOTAL **$108,800.00**

Accepted By

Accepted Date

AGENDA ITEM NO. 11.29

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Purchase of Inspect Plus Licenses, SDMC No. 24-0048-BS, Continued Procurement with Vendor, Estimated in the Amount of $82,000.00

Executive Summary
Inspect Plus Item Bank is a question bank that our Curriculum Department uses for test questions for benchmark assessments. The product is used by Curriculum Coordinators, Specialists, and TOAs to create district assessments that are used throughout the year. The Inspect Plus item bank is a secure item bank that is used to build District assessments including 5th grade science, 8th grade science, Civics, Algebra 1, Geometry, Biology and US History.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested renewal license is for the period of July 01, 2023 through June 30, 2024.

Historical expenditures are as follows:

- YTD 2022-2023 $78,216.75
- 2021-2022 $77,334.75
- 2020-2021 $73,000.00

Florida Statutes Section 1010.04(4)(a) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(11)(b) F.A.C. states, “The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, video tapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution.”

The supplier is Renaissance Learning, Inc., Wisconsin Rapids, WI, Florida Document No. F02000003823.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval of the purchase of Inspect Plus licenses, SDMC No. 24-0048-BS, continued procurement with vendor, estimated in the amount of $82,000.00.

Financial Impact
The funding source for this annually estimated expenditure is Planning, Research and Development and is

included in the Assessment, Research & Accountability Department proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Dr. Laurie Breslin and Ruth Gruett

Attachments:
Inspect Plus Quote

RENAISSANCE®

Quote
2939823

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Manatee County School District - 71358
PO Box 9069
Bradenton, FL 34206-9069
Contact: Evan McCarthy - (941) 708-8770
Email: mccarthye@manateeschools.net

Reference ID: 616572

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	$81,902.34
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $81,902.34**

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context; and,
- consents on behalf of parents/legal guardians to the collection, use, and disclosure of the personal information of children under the age of 13 with respect to use of the Renaissance Products and Services, as described in Renaissance's Children's Online Privacy Notice https://docs.renaissance.com/R63871

To accept this offer and place an order, please sign and return this Quote.
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Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Manatee County School District - 71358
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 3/22/2023	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To:

If changes are necessary, or additional information is required, please contact your account executive Russ Kezeske at (414)909 -8579, Thank You.

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Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

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PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Manatee County School District - 71358

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
Inspect Plus	07/01/2023 - 06/30/2024	35,001	$2.34	$0.00	$81,902.34
Professional Services					
Renaissance Smart Start Product Training (included with purchase)		1	$0.00	$0.00	$0.00
Manatee County School District Total				**$0.00**	**$81,902.34**

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AGENDA ITEM NO. 11.30

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Educational Impact Subscription, SDMC No. 24-0022-BS, Continued Procurement with Vendor, Estimated in amount of $75,000.00

Executive Summary
This is a renewal. Educational Impact is a national leader of developing and providing research proven, video-based, on-line professional learning for educators, paraprofessionals, and administration.

All district staff will have an unlimited 1- year subscription to Educational Impacts full Online Academy (all courses and programs in Academy). Teachers, paraprofessionals, and administrators use the library on a regular basis to meet district and state requirements. The essential set of support materials ensures that every staff member will be able to log in, watch, learn and discuss. The subscription includes: Video Library (over 600 hours of streaming), Course Catalog (over 200).

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 01, 2023 through June 30, 2024. Expenditures for the new contract period are expected to be in line with current year spend.

Historical expenditures are as follows:

- YTD 2022 – 2023 $75,000.00
- 2021 - 2022 $75,000.00
- 2020 - 2021 $75,000.00

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

Subsection 6A-1.012(7) F.A.C. states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks printed instructional materials, computer software, films, and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

Subsection 6A-1.012(14) F.A.C. states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.”

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 purchase Education Impact Subscription, SDMC No. 24-0022-BS, continued procurement with vendor, estimated in amount of $75,000.00.

Financial Impact
The funding source for this expenditure will be Title II funds and is included in the proposed budget for 2023-2024.

Contact

Submitting Departments: Curriculum and Purchasing
Initiated By: Dr. Laurie Breslin and Ruth Gruett

Attachments:
Manatee 2023-24 Quote

EducationalImpact

ONLINE CONTENT PROVIDER FOR EDUCATORS

Online Professional Development Proposal

Manatee County Schools

Submitted by:
Scott Elias
215-534-5158
selias@educationalimpact.com

April, 2023

EducationalImpact

ONLINE CONTENT PROVIDER FOR EDUCATORS

Executive Summary

Educational Impact is a national leader of developing and providing research proven, video-based, online professional learning for educators. Educational Impact has been creating educational videos since 1999.

It's all online…you can access an enormous video library, take a course or watch great teachers in action from anywhere on a mobile device, laptop or desktop computer. Please take a minute to visit our website as it provides a thorough overview of EI capabilities, including its program content and company history. The complete course catalog for 2023 can be viewed here:

www.educationalimpact.info/courses/

The table below outlines what is included in a school subscription to EI:

Video Library Access to EI's full library of online videos which includes over 600 hours of streaming video. Bullet points, transcripts, handouts and assessments are provided to reinforce learning. Enhanced search features are included which allow teachers and administrators to search by topic, speaker, evaluation rubric, grade level and subject.	**Included**
Course Catalog Access to over 300 online courses for teachers, substitute teachers, paraprofessionals and administrators. What's new in 2023: • SEL and Trauma-Informed Courses • Reading Renewal Courses – 40 Hours • Culturally Responsive Teaching • Florida Leadership Standards • ESE/SWD Courses • Transition to Teaching (Military to the Classroom) Courses are customizable and include reflective writing activities, discussion boards, articles, videos and certificates.	**Included**
Trauma-Informed Online Academy The Trauma-Informed Online Academy provides a social-emotional approach to challenging behaviors. Designed and hosted by Heather T. Forbes, LCSW, one of the world's leading trauma-informed experts, Heather guides viewers through her trauma-informed model and brings it to life through role plays, video dramatizations and open Q & A from the audience	**Included**
Customization of Courses EI's instructional design team will assist in customizing courses to add specialized instructions, files and/or assignments to existing course templates	**Included**
Customized Implementation Plan The key to success is to start by identifying needs and tailoring a plan just for you. With the help of an EI Implementation specialist, a roll-out strategy will be designed to ensure	**Included**

EducationalImpact

ONLINE CONTENT PROVIDER FOR EDUCATORS

Suggested Implementation Plan

1. Set up

A) Send school roster spreadsheet to Educational Impact. All staff will be registered via batch enrollment. Spreadsheet must include

- District Name
- State
- First name
- Last name
- School
- Role (specified by a 1,2 or 3) 1 – Learner 2 – Principal 3 – District Admin
- Email address

B) Schedule an implementation planning webinar with your PD Consultant to get a detailed overview of the platform and create a plan for roll-out.

2. Launch

- Request date for staff to receive Getting Started email
- Determine scope and sequence for Year 1
- Discuss in-service credits / PD hours / completion certificates

3. Monitor

Use the Leader Dashboard to view course completion data, video hours watched, learner responses and discussion board posts.

NOTE: EI's online learning platform is compatible with all browsers – performing best with Mozilla, Firefox, Chrome and Safari. EI does not require any kind of client installation. All programs are delivered online using HTML5. As a result, EI's programs can also be viewed on all mobile devices, iPads and other tablets.

EducationalImpact

ONLINE CONTENT PROVIDER FOR EDUCATORS

Pricing:

All staff members within Manatee County School District will have an unlimited 1- year subscription to EI's full Online Academy (all courses and programs in Academy). The essential set of support materials ensures that every staff member will be able to log in, watch, learn and discuss.

- Unlimited ID's and Passwords for all staff (teachers, administrators, substitute teachers, paraprofessionals, bus drivers, cafeteria workers, etc.)

Pricing: 1 year

Manatee County Schools executes a 12-month purchase order:

For all Schools in the District (approximately 53 schools)

Total Cost = $75,000

Subscription:

The subscription term for EI's Online Academy shall commence on July 1, 2023 and continue

for 12 months, terminating on July 1, 2024.

ORDERING INFORMATION

Please make your purchase order to:

Educational Impact
270 Pennbrook Pkwy.
Lansdale, PA 19446

Any questions, please contact: Scott Elias (selias@educationalimpact.com)

Email your purchase order to: Scott Elias

We look forward to working with you!

AGENDA ITEM NO. 11.31

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase University of Florida Lastinger Center Programs and Services, SDMC No. 24-0044-BS, Estimated in the Amount of $400,000.00

Executive Summary
The school district is partnering with the University of Florida Lastinger Center (UFLC) to improve student literacy outcomes through specialized training in the Science of Reading and Small Group Literacy Instruction that brings theory to practice in the classroom. Additionally, the partnership ensures that the School District of Manatee County can build its capacity to create scalable and sustainable high-quality professional learning experiences for its teachers. Participating educators gain expertise alongside UFLC associates as they participate in a gradual release model, which ensures implementation fidelity and sustainability of the professional learning experiences.

The professional development and support will be provided to elementary administrators and literacy coaches. In addition, teachers and paraprofessionals at select schools will receive professional development and support in small group instruction. This ongoing professional development and job-embedded support will include intensive training in the science of reading to support increasing student achievement in reading.

Approval does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 01, 2023 through June 30, 2024.

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution."

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

Ready For Life | Goal 7
Implement additional research-based initiatives that support first generation college students by expanding literacy-building opportunities and critical thinking elements in secondary classrooms

Recommendation
The Superintendent recommends approval to purchase University of Florida Lastinger Center programs and services, SDMC No. 24-0044-BS, estimated in the amount of $400,000.00.

Financial Impact
The funding source for these expenditures are HIITS grant funds, general funds and various other school funds

and is included in the Schools and Curriculum's proposed budget for 2023- 2024.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Dr. Laurie Breslin and Ruth Gruett

Attachments:
Statement of Work
24-0044-BS Contract for Services

BACKGROUND

"The ability to read fluently and for understanding...is perhaps the most important foundational skill for U.S. adult citizens' health, well-being, and social and economic advancement. It is a gateway to lifelong learning, education, and training" (Sabatini, 2015). However, studies indicate disturbingly low literacy rates for children and adults in the US. The most recent National Assessment of Educational Process (NAEP) revealed that only 39% of 4th graders and 32% of 8th graders read proficiently (USDOE, 2022). The link between poverty and low literacy rates is well documented. Unfortunately, a longstanding upward trajectory of the prevalence of children in poverty has now resulted in low-income students comprising the majority of students in our nation's public schools (A. E. Casey, 2018).

The difficulties in language and literacy that some children encounter begin at a very early age and often persist. Hart and Risley's (1995) landmark study of interactions with young children highlighted the linguistic disadvantage experienced by children growing up in poverty. In their study, socioeconomically disadvantaged children were exposed to about one fourth of the number of words during their first years of life as children from affluent families. Studies conducted since Hart and Risley's have continued to document the lack of literacy experiences for young children in poverty. Researchers have found lower rates of children in poverty being read to by family members. For example, "While 59% of children from families with incomes of 400% FPL [federal poverty level] or greater were read to every day, only 36% children from families with incomes less than 100% FPL were reported to be read to daily."

These differences in exposure to language and print put children from low-income families are at serious and long-term risk for a host of difficulties. For example, in follow-up studies conducted 29 years after measuring British preschoolers' vocabularies, it was found that many of the children with weak receptive language in preschool continued to experience academic problems throughout school. These children were also more likely to experience persistent social, emotional, and behavioral problems. However, many of these effects were diminished by high quality preschool and primary school instruction. Effective early intervention that targets

children with low levels of language and literacy development is critical, but too many teachers are poorly equipped to provide such intervention to the children who need it.

The key to improving reading proficiency is to build educators' specialized skills in effective reading instruction through research-based professional development. The School District of Manatee County serves as a catalyst to promote academic and personal growth for their students. The school district is partnering with the University of Florida Lastinger Center (UFLC) to improve student literacy outcomes through specialized training in the ***Science of Reading*** *and* ***Small Group Literacy Instruction*** *that brings theory to practice in the classroom. Additionally, the partnership ensures that the School District of Manatee County can build its capacity to create scalable and sustainable high-quality professional learning experiences for its teachers. Participating educators gain expertise alongside UFLC associates as they participate in a gradual release model, which ensures implementation fidelity and sustainability of the professional learning experiences.*

FLAMINGO SCIENCE OF READING PROFESSIONAL DEVELOPMENT

Overview. *Reading proficiency impacts every quality-of-life indicator; however, a disturbingly high percentage of students in the US fail to read grade-level material proficiently by fourth grade (NAEP, 2022). Fortunately, there is more knowledge about how reading develops than ever before. The Science of Reading is a body of knowledge comprising over forty years of research on reading development, reading difficulties, instruction, and content. It is also dynamic and ever-changing rather than static as we continue to learn more about what works for whom and under what conditions.*

The School District of Manatee County is partnering with the UFLC to provide Science of Reading professional development for instructional leaders (district and school-level leaders/administrators, and coaches) focused on the key research findings on how to teach reading effectively. The professional development focuses on three main theories of reading: Adam's Model of the Reading Process, Ehri's Phases of Word Recognition Ability, and The Simple View of Reading. After learning about these theories, participants will learn how to

evaluate the effectiveness of reading practices and appropriate text selection. Examples of practices to examine include the three cueing systems; leveled, authentic, and decodable text; and running records. Additionally, participants will engage in professional learning focused on the big five domains of reading development identified by the National Reading Panel Report of 2000 via UFLC's Flamingo Literacy Playbooks.

Flamingo Literacy Playbooks. *To move children to literacy proficiency, the School District of Manatee County is partnering with the UFLC to grow a strong cadre of administrators and literacy leaders with the knowledge, skills, and resources to provide research-based instructional support in the Science of Reading. Through the yearlong professional development, administrators and coaches in the School District of Manatee County will gain advanced knowledge of highly effective literacy instruction, aligned with Florida's B.E.S.T. Standards in English-Language Arts, and evidence-based coaching strategies to enhance teachers' knowledge and skills, ultimately improving literacy outcomes for students.*

The UFLC developed the Flamingo Literacy Playbooks to ensure that instructional leaders have research-based literacy content at their fingertips when providing job-embedded support to educators. Research shows that the time instructional leaders spend with educators matters. The ready-made playbook resources help maximize the time instructional leaders can spend with teachers. They also help to ensure that coaches provide learning experiences that accurately convey the most up-to-date information on the science of reading and evidence-based practices.

Each playbook provides instructional leaders with resources that align to the Big 5 domains of reading development identified by the National Reading Panel Report of 2000, with two separate decoding playbooks to differentiate instruction for early and advanced decoding. The six Flamingo Literacy Playbooks are Phonological Awareness, Early Decoding, Advanced Decoding, Fluency, Vocabulary, and Comprehension. Each playbook includes research-based presentations, handouts, model lessons, and observation forms. Each playbook also contains evidence-based strategies to meet the students who are non-native English speakers and

students with disabilities, including dyslexia. The Literacy Playbooks are accessible to participants via a Resource Library in UF's Flamingo Learning Management System. Video Support Tutorials are provided and include introductory overviews, presentation recordings with facilitator pro tips, and model lesson recordings.

Science of Reading for Administrators. *A cohort of School District of Manatee County administrators will participate in yearlong professional development aimed at strengthening their knowledge and skills in the foundations of reading through their participation in high-quality Science of Reading professional development. This professional development has been designed as an intentional and powerful program to build the capacity of school systems to continuously improve the quality of literacy instruction and learning. District and school leaders are a foundational building block of a school system's strategy to assess the quality of instruction and provide actionable feedback that improves teacher effectiveness. The goal of the UFLC is to work closely with the school district to develop a strong cadre of administrators that have knowledge in how to intentionally support and encourage literacy learning that will ultimately lead to improved student literacy outcomes. Our goal is to strengthen instructional literacy leadership through initial and ongoing professional development opportunities. After engaging in this professional development, participants will:*

- *Identify and explain research about reading development.*
- *Be able to create a master schedule that supports effective literacy instruction.*
- *Be able to make informed decisions to provide support to classroom teachers about research-based literacy instruction and intervention.*

Science of Reading for Literacy Leaders. *A cohort of School District of Manatee County literacy leaders, including District Specialists and coaches, will participate in yearlong*

professional development to strengthen their knowledge and skills in the foundations of reading through their participation in the six Flamingo Literacy Playbooks. The literacy leaders will have the opportunity to experience each of the presentations included in the Flamingo Literacy Playbooks while receiving facilitation tips and suggestions for content differentiation based on the learning needs of their teacher audience. After engaging in this professional development, a cohort of literacy leaders in the School District of Manatee County will be able to:

- *Create and implement a literacy professional development plan for their school.*
- *Effectively utilize the literacy resources included in the Flamingo Literacy Playbooks to support the educators they serve.*
- *Provide data-driven, research-based professional development on the Science of Reading to individuals or groups of educators.*
- *Assist with assessing, planning and implementing research-based strategies to increase student outcomes in literacy.*

*The **Flamingo Science of Reading Professional Development** for administrators and literacy leaders will follow a strategic plan consisting of the major deliverables outlined in the table below.*

Science of Reading Professional Development			
Audience	***Major Deliverable***	***Description***	***Timeline***
Administrators and Literacy Leaders	Flamingo Literacy Playbooks (Online Access)	Participants will have access to the six Flamingo Literacy Playbooks via UF's Flamingo Learning Management System. The six Literacy Playbooks are Phonological Awareness, Early Decoding, Advanced Decoding, Fluency, Vocabulary, and Comprehension.	Aug./Sept. 2023

	Flamingo Help Desk/Technical Support for the Flamingo Learning Management System	The support team provides the following support: • Email Support (participants may email 24/7; responses sent during Tech Support Times) • 7am - 8pm EST Live Phone Support • 7am - 8pm EST Live Text Support	Aug./Sept. 2023 - June 2024
Administrators (District Administrators, Principals, and Assistant Principals)	Literacy for Instructional Leaders Online Modules	Participants will have access to the eight Flamingo Literacy for Instructional Leaders Modules	Aug./Sept. 2023
	Science of Reading/Literacy Playbook Professional Development	UFLC will provide high-quality Science of Reading professional development through synchronous and asynchronous learning opportunities. Participants will develop professional development that is differentiated to meet their specialized needs as district and school-level administrators.	Aug./Sept. 2023 - June 2024
Literacy Leaders (District Specialists and Coaches)	Science of Reading/Literacy Playbook Professional Development	UFLC will provide high-quality Science of Reading professional development through synchronous and asynchronous learning opportunities. Participants will develop professional development that is differentiated to meet their specialized needs as district and school-level literacy leaders and coaches. UFLC will provide training sessions for effective usage and implementation of the Literacy Playbooks.	Aug./Sept. 2023 - June 2024

FLAMINGO SMALL GROUP LITERACY INSTRUCTION

Overview. *The UFLC provides professional development on a specific small group literacy instructional model designed to help teachers translate reading research and theory into instructional practice. Flamingo Small Group Literacy Instruction serves as a tool to help teachers develop an in-depth understanding of the reading process and how a child learns to read. The model includes explicit, systematic instruction in decoding, reading practices to build fluency (i.e., increased reading rate, accuracy, and prosody), direct modeling and guided practice on strategies to promote student independence in the use of reading strategies, in particular strong metacognition. Individuals with dyslexia require explicit, direct and systematic instruction in both oral and written language. However, research shows that all students benefit from this type of instruction.*

According to the International Dyslexia Association, Structured Literacy (SL) is the most effective approach for students who experience unusual difficulties learning to read. SL instruction is:

- *Explicit*
- *Systematic and cumulative*
- *Hands-on, engaging, and multimodal*
- *Diagnostic and responsive (International Dyslexia Association, 2020).*

The Explicit Word Instruction component of each lesson provides students with a daily opportunity to practice their encoding and decoding skills using manipulative letters based on their identified needs and in alignment with the schools core curriculum. Many children have needs in phonological processing that make it hard for them to build connections between the sounds of our language and the abstract symbols that represent the sounds, including students with dyslexia.

"Dyslexia is a specific learning disability that is neurobiological in origin. It is characterized by difficulties with accurate and/or fluent word recognition and by poor spelling and decoding abilities. These difficulties typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction. Secondary consequences may include problems in reading comprehension and reduced reading experience that can impede growth of vocabulary and background knowledge" (International Dyslexia Association, 2021, para. 1).

Overview for Classroom Teachers. *The professional development plan will equip participants with the literacy knowledge and pedagogy required to effectively diagnose and address the individual learning needs of students who are striving to become successful readers. Participants gain an understanding of the foundations of reading and are able to diagnose and provide targeted instruction in reading to students that are most at risk of school failure. After engaging in this professional development, participants in prioritized schools will be able to:*

- *identify students who may need additional assessment for reading disabilities.*
- *use data to make instructional decisions that address students' individual needs.*
- *provide evidence-based instruction in a face-to-face or virtual setting.*
- *support learners in encoding and decoding words.*
- *conduct an observation of reading behaviors to determine accuracy and student needs.*
- *support learners in connecting oral and written language.*
- *support students in acquiring strategies to read texts.*
- *support learners in generalizing reading strategies to a variety of text genres.*
- *implement equitable and rigorous literacy instruction for all learners.*

Initial Kick-off Institute. *Participating educators will engage in a 3-day professional development institute. The institute will focus on the following topics:*

- ***Day 1: Connecting Theory to Practice***
  - *What is the Science of Reading?*
    - *Overview of the Science of Reading*
    - *Research on Reading Development*
    - *Foundational Reading Skills*
    - *Instructional Pedagogy*
  - *What is the Science of Learning?*
    - *Explicit and Systematic Instruction*
    - *Increased Academic Engagement*
    - *Corrective Feedback and Reinforcement*
    - *Intensified Instruction Based on Student Needs*
  - *What are the difficulties some children encounter when learning to read?*
  - *Overview of Flamingo Literacy Small Group Instruction*
  - *Key Skills for Effective Implementation*
    - *Selecting appropriate text*
    - *Using targeted assessments*

- ***Day 2: Key Instructional Skills***
  - *Key Skills for Effective Implementation*
    - *Making Blendable Sounds*

        - *Using Manipulative Letters*
        - *Utilizing Elkonin Boxes*

- ***Day 3: Preparing for Success***
    - *Key Skills for Effective Implementation*
        - *Providing effective, research-based prompts*
    - *Preparation for Small Group Instruction*
        - *Classroom environment*
        - *Materials*
        - *Where to start*

Ongoing Professional Development. *Educators will participate in virtual professional development sessions to deepen their knowledge and skills as they begin implementing the Flamingo Small Group Literacy Instruction Model. Session topics are determined based on classroom observation and the needs communicated by participating educators. Additional practice with planning and implementing Explicit Word Work Instruction and Connecting Reading and Writing is typically needed. During the sessions, educators have the opportunity to ask questions and collaborate with colleagues.*

Implementation Visits and Support Sessions. *Educators receive job-embedded support during on-site support sessions and virtual office hours. Demonstration lessons, shoulder-to-shoulder coaching, and observation feedback are utilized during on-site visits to provide job-embedded support. In addition to the site visits, participants will have the opportunity to participate in virtual support sessions (open office hours) to deepen their understanding and ask questions as they implement the model. The professional development will equip participants with the knowledge and skills to effectively implement the model to meet the individual needs of their students in literacy.*

Flamingo Reading App. *The Flamingo Literacy Reading App is an online solution providing evidence-based tutoring in a virtual setting. Built upon the Lastinger Center's Small Group Literacy Instruction Model, the app expands opportunities for developing readers to receive the highest-quality literacy resources and interactive lessons. The Flamingo Literacy*

Reading App is the only platform on the market that provides students with explicit and systematic instruction rooted in the science of reading. The app provides access to a library of over 900 books in English, 300 books in Spanish, phonological awareness activities, and word work to build decoding skills. The app provides educators with customizable exercises for reading, word work, writing for reading, and assessments. A multi-step Lesson Builder allows educators to combine exercises into dynamic, interactive experiences for students. Educators can collaborate with colleagues within the organization and share lessons within the app.

Overview for Paraprofessionals. *The professional development plan will equip a cadre of paraprofessionals with the literacy knowledge and pedagogy required to effectively diagnose and address the individual learning needs of students striving to become successful readers. Participants gain an understanding of the foundations of reading and will be able to diagnose and provide targeted instruction in reading to students most at risk of school failure. Participating paraprofessionals will learn how to effectively utilize scripted word work exercises within the Flamingo Reading App to provide targeted literacy instruction in the critical areas of reading development; phonological awareness, decoding, fluency, vocabulary, and comprehension. Participants will receive initial professional development and ongoing job-embedded support as they utilize the Flamingo Reading App in small groups with their students.*

*The **Flamingo Small Group Literacy Instruction Professional Development** will follow a strategic plan consisting of the major deliverables outlined in the table below.*

Flamingo Literacy Small Group Instruction			
Audience	***Major Deliverable***	***Description***	***Timeline***
K-2 Teachers	Flamingo Small Group Literacy Instruction Online Modules	Participating educators will have access to 6 Flamingo Small Group Literacy Instruction Online Professional Development Modules as they develop skills needed to be an effective instructor of the small group model. The models can be accessed asynchronously via UF Lastinger Center's Flamingo Learning Management System.	Aug./Sept. 2023 - June 2024
	Flamingo Small Group Literacy Instruction Initial Kickoff Institute	UFLC will provide a 3-day initial training on Flamingo Small Group Literacy Instruction for participating educators. The institute will equip participants with the knowledge and skills to begin implementing the model to meet the individual needs of their students in literacy.	Aug./Sept. 2023
	Ongoing Professional Development	UFLC will provide virtual follow-up training sessions to provide continued training and support as participants refine their implementation of the model.	Aug./Sept. 2023 - June 2024
	Implementation Support Visits	UFLC will provide on-site, job embedded support visits. The on-site support visits include job-embedded support in the form of demonstration lessons, shoulder-to-shoulder coaching, and observation feedback.	Sept. 2023 - June 2024
	Implementation Support Sessions	UFLC will provide virtual open office hours to provide participants with the opportunity to deepen their understanding and ask questions as they implement the model.	Sept. 2023 - June 2024
	Flamingo Reading App	Each participating educator will have access to the Flamingo Reading App to support implementation of the Small Group Literacy Instruction Model. Participants will have the ability to share and collaborate with one another within the platform.	Sept. 2023 - June 2024

Grade 1 Para-professionals	Flamingo Reading App	Each participating educator will have access to the Flamingo Reading App to support implementation of the Small Group Literacy Instruction Model. Participants will have the ability to share and collaborate with one another within the platform.	Aug./Sept. 2023
	Scripted Word Work Exercises within the Flamingo Reading App	Access to 50+ Scripted Word Work Exercises within the Flamingo Reading App	Aug./Sept. 2023
	Initial Flamingo Reading App Training	Participants will receive initial training on how to utilize the Flamingo Reading App effectively to provide targeted literacy instruction in small groups. The training will include Science of Reading research and how to translate the research into instructional practice using the app.	Aug./Sept. 2023
	Implementation Support Sessions	UFLC will provide virtual open office hours to provide participants with the opportunity to deepen their understanding and ask questions as they utilize the Flamingo Reading App.	Aug./Sept. 2023 - June 2024
	Implementation Support Visits	UFLC will provide on-site, job embedded support visits. The on-site support visits include job-embedded support in the form of demonstration lessons, shoulder-to-shoulder coaching, and observation feedback.	Aug./Sept. 2023 - June 2024

COMMUNICATION AND EVALUATION

Communication. *UF Lastinger Center will meet with the School District of Manatee County twice a month to ensure collaboration, communication, and continuous improvement. UFLC will share progress towards the timely completion of each specified deliverable.*

Evaluation. *Continuous evaluation facilitates planning and improves decision-making in a proactive, formative manner. The UFLC will provide the School District of Manatee County with a final evaluation report that will include the following data points:*

- *Analysis of growth in educator content knowledge*
- *Educator participation in professional development*
- *Session evaluations*
- *Analysis of child outcomes in literacy (if data are available)*

Communication and Evaluation			
Audience	***Major Deliverable***	***Description***	***Timeline***
District Leaders	Twice a Month Meetings	UF Lastinger will meet with the School District of Manatee County on a twice a month basis to ensure collaboration for continuous improvement. Progress towards the completion of applicable deliverables will be shared during each meeting.	July 2023-June 2024
	Final Evaluation Report	A Final Evaluation Report will be provided that includes the data: ○ Educator PD Attendance ○ Session Reflections ○ Observation Data ○ Child Outcomes if Available	June 30, 2024

PROPOSED SCOPE OF WORK - OPTION B

Timeline: July 1, 2023 - June, 30, 2024 **Products and Services**	
Flamingo Science of Reading Professional Development **Target Audience - Administrators (District Level Administrators, Principals, and Assistant Principals)**	
• Access to Literacy for Instructional Leaders Modules - *8 online modules* • Access to Flamingo Literacy Playbooks - *6 online modules* • Science of Reading Professional Development Sessions - *5 (2-hour) face-to-face sessions* • Help Desk/Technical Support for the Flamingo Learning Management System	*$109,000*
Flamingo Science of Reading Professional Development **Target Audience - District Specialists and Coaches**	
• Access to Flamingo Literacy Playbooks - *6 online modules* • Science of Reading Professional Development Sessions - *6 (5-hour) face-to-face sessions* • Help Desk/Technical Support for the Flamingo Learning Management System	*$77,500*
Flamingo Small Group Literacy Instruction Professional Development **Target Audience - Up to 20 K-2 Educators**	
• Access to the Flamingo Small Group Literacy Instruction Modules - *6 online modules* • Initial Training - *3 days (18 hours) of face-to-face* • Ongoing Professional Development Sessions - *2 (1-hour) virtual training sessions* • Implementation Support Visits - *5 on-site (6-hour) face-to-face visits* • Implementation Support Sessions - *3 (1-hour) virtual office-hours* • Access to the Flamingo Reading App	*$81,500*
Flamingo Reading App Access with Scripted Exemplar Lessons **Target Audience - Up to 8 First Grade Paraprofessionals**	
• Access to the Flamingo Reading App • Access to Scripted Word Work Exercises within the Flamingo Reading App - *50+ exercises* • Initial Reading App Training - *3-hour face-to-face session* • Implementation Support Sessions - *2 (1-hour) virtual sessions* • Implementation Support Visits - *3 on-site (6-hour) face-to-face visits*	*$69,000*
Communication and Evaluation	
• Twice a Month Meetings with School District of Manatee County, Florida • Final Evaluation Report	*$40,000*
	Total: $377,000

REFERENCES

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Sabatini, J. (2015). *Understanding the basic reading skills of U.S. adults: Reading components in the PIAAC literacy survey*. ETS Center for Research on Human Capital and Education. https://files.eric.ed.gov/fulltext/ED593006.pdf

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SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM HIITS FUNDS
Budgeted, Federal, Grant, Internal

Curriculum and Professional Development
Name of School/Department

PO# 24-0044-BS

( ) $25,000 & UNDER
PRINCIPAL/DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT

( ) $25,000 - $49,999
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
& SUPERINTENDENT

(•) $50,000 & OVER
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 24 day of May , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and University of Florida Lastinger Center. (Vendor).

VENDOR:

Business Name: University of Florida Lastinger Center Vendor No. 0000000120
Representative: Jessica Richards Position: Language and Literacy Partnership Manager
Address: 618 SW 12th St. 0711 Norman Hall
City: Gainsville State: FL Zip: 32611
Phone: 352-294-9161 Email: jessica.richards@coe.ufl.edu
SDMC Employee: Yes: (____) No: (_X_) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Providing Literacy program and professional development for the District.

And shall be performed at the following location(s): Various
Date(s) of Service(s): July 1, 2023 to August 31, 2024
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0044-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Quote per unit where the unit of measure is Quotes to be provided.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line HIITS

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

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

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____ _____
Vendor Date Deputy Superintendent Date

_____ _____
School Principal Date Superintendent (over $25,000) Date

_____ _____
Legal Date Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

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Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 11.32

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Woz U Education Products, SDMC No. 24-0037-BS, Continued Procurement with Vendor, Estimated in the Amount of $300,000.00

Executive Summary
In 2019, The School District of Manatee County partnered with WOZ U Education and established the first WOZ Career Pathway School at Palm View Elementary School. The STEAM Centers include K-5 Career Pathways in Engineering, Drone Piloting, Cybersecurity and Mobile Development.

In 2021, the School District of Manatee County expanded the implementation of WOZ Education across all thirty-three (33) elementary schools, which was afforded by the Manatee Schools Career Pathways Grant from the Florida Department of Education. The implementation of WOZ Education in all 4th and 5th grade classrooms includes supplemental instructional materials across Earth, Space, Life, and Physical Sciences. STEM has also been expanded at all elementary schools and two middle schools. Additionally, in 2023-2024, WOZ Education resources aligned to state standards will be available at every middle school.

The STEM pathways include Robotics, Data Science, Engineering, Drone Piloting, AR/VR, Coding, Cybersecurity and Mobile Development. The District is requesting approval to purchase WOZ Education Earth, Space, Life, and Physical Science lab materials and STEM lab materials, equipment, and supplies in support of STEM career pathways through June 30, 2024.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow.

Historical expenditures are as follows:

- YTD 2022-2023 $269,059.00
- 2021-2022 $1,375,886.00
- 2020-2021 $112,934.00

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

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 to purchase WOZ U education products SDMC No. 24-0037-BS, continued procurement with vendor, estimated in the amount of $300,000.00.

Financial Impact
The funding source for these expenditures will be various general, instructional materials, media, grant, STEM and millage funds and is included in the schools, Adult, Career, and Technical (ACT) Department and Curriculum and Professional Learning's proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Professional Learning and Purchasing
Initiated By: Dr. Laurie Breslin and Ruth Gruett

AGENDA ITEM NO. 11.33

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Vocabulary.com Site Licenses, SDMC No. 24-0026-BS, Continued Procurement with Vendor, Estimated in the Amount of $100,000.00

Executive Summary
Vocabulary.com is an online interactive program where students can review and interact with vocabulary that teachers have selected or uploaded into the platform. Teachers create classes, assign work and track student performance. The program can be used in all subject areas in an effort to introduce, review and master both academic and content vocabulary.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract is for the period of July 1, 2023 through June 30, 2024.

Historical expenditures are as follows:

- YTD 2022 – 2023 - $94,825.00
- 2021 – 2022 - $76,430.00
- 2020 – 2021 - $85,908.00

Subsection 6A-1.012(14) F.A.C. states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board."

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 287.057, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

The vendor for this system is Thinkmap, Inc. D/B/A Vocabulary.com, San Mateo, CA, Florida Document No. F16000003653

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

Recommendation
The Superintendent recommends approval to purchase Vocabulary.com site licenses, SDMC No. 24-0026-BS,

continued procurement with vendor, estimated in the amount of $100,000.00.

Financial Impact
The funding source for these estimated expenditures is ESSER III funds, grant funds and general funds and is included in the Curriculum and Professional Learning Department and various schools proposed 2023-2024 budget.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Dr. Laurie Breslin and Ruth Gruett

AGENDA ITEM NO. 11.34

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Renewal Memorandum of Understanding (MOU) Between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2023-2024 School Year, Not to Exceed $64,000.00

Executive Summary
Take Stock in Children (TSIC) of Manatee County, Inc. provides one-to-one college mentoring and post-secondary tuition scholarships for deserving students in 6th through 12th grades throughout the School District of Manatee County. This agreement will allow TSIC to provide student advocacy and approved mentors to meet with students during school hours. By mutually agreeing to work together for student achievement, TSIC will be able to provide documentation needed by the Florida Department of Education to ensure the program is successful and meets student's needs. The attached Memorandum of Understanding (MOU) serves as an understanding between the parties to operate a successful collaboration. A copy of the Memorandum of Understanding is attached for review.

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

Ready For Life | Goal 1
Improve easy access to quality family resources that support student learning

Recommendation
The Superintendent recommends approval of the renewal memorandum of understanding (MOU) between Take Stock in Children of Manatee County, Inc. and the School District of Manatee County for the 2023-2024 school year, not to exceed $64,000.00.

Financial Impact
Not to exceed $64,000.

Contact
Submitting Department: Curriculum, Instruction and Learning
Initiated By: Dr. Laurie Breslin

Attachments:
TSIC and MCSD MOU 2023 2024

MEMORANDUM OF UNDERSTANDING BETWEEN
TAKE STOCK IN CHILDREN OF MANATEE COUNTY, INC. AND
THE SCHOOL DISTRICT OF MANATEE COUNTY
2023-2024

This Memorandum of Understanding is effective on July 1, 2023, between the School District of Manatee County, Florida, a public agency of the State of Florida, hereinafter referred to as "District," and Take Stock in Children of Manatee County, Inc., a Florida corporation, hereinafter referred to as "TSIC," and together referred to as "Parties." This agreement becomes effective upon the signature of all parties.

The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19. That the tutoring portion of this Agreement will only take effect during times that the School District of Manatee County operates student learning in traditional brick and mortar schools.

Take Stock in Children of Manatee County, Inc. provides mentoring and post-secondary tuition scholarships for deserving Manatee County students between and including 6th and 12th grades; and

TSIC and School Board of Manatee County have enjoyed a mutually beneficial relationship over the past twenty-four years; and

The District supports the TSIC program to its students, and has provided financial, operational, employment and communications support to TSIC since the beginning of the relationship; and

Both TSIC and District agree that as the TSIC program has evolved, the students of Manatee County would be better served if TSIC operated as an independent 501(c)(3) organization; and

The District subject to Board approval, will assist financially to support TSIC as a stand-alone entity; and

The District and TSIC desire to maintain a strong working relationship to ensure the students of District are afforded the full benefits of the TSIC program.

This Memorandum of Understanding ("MOU") outlines the spirit and expectations of the partnership between TSIC and District and is not intended to be all inclusive but establishes the parameters for a successful relationship between the Parties.

I. Purpose.

This MOU outlines the transitional and ongoing relationship between District and TSIC as it relates to the Take Stock in Children program. The following plan is intended

to continue the transition TSIC from a program within the District to an independent organization capable of continuing to provide mentoring and post-secondary scholarships. The District recognizes that both a supportive transition and a collaborative partnership are necessary for TSIC's short and long term sustainability.

II. Term of MOU

This MOU is effective on the date described above and continues until June 30, 2024, unless otherwise extended. A subsequent MOU covering an additional one-year term may be pursued and completed prior to the termination of this current MOU. The District reserves their rights to cancel this MOU and any other subsequent agreement upon thirty days' written notice to TSIC.

III. District Support

1. Assist in providing TSIC employees and student advocates with office space, office furniture, phone access and support, use of copiers and printers for its (TSIC) employees within the property known as Lincoln Memorial Academy or other facility or facilities as mutually determined by District and TSIC for effectively administering the TSIC program. TSIC will be required to pay the School District of Manatee County a rental fee, for the use of such property by TSIC, at the cost of $1.00 per square foot, (all inclusive) for the months of July 1, 2023 through June 30, 2024. The rental payment will be required on the first of each month.

2. Assist in providing student access and meeting space at school locations for student advocates and mentors.

3. Assist in providing access to the email system, access to FOCUS, use of courier service, access to TSIC social media tools, and technical support for TSIC staff.

4. Subject to F.E.R.P.A and to the extent authorized by consent of the parent of a student under the age of 18 or by consent of the parent and student for a student over the age of 18, provide timely reports and updated information regarding student, demographics, performance, and behavior in an electronic format to Take Stock in Children of Manatee County, Inc. This agreement remains in effect until the student is terminated from the program.

5. Subject to Board Approval, provide financial support in the amount of $64,000 for the 2023-2024 school year. Payment will be made to TSIC on or before July 30, 2023. Funds are restricted to operational support and are intended to allow TSIC to experience a cash-neutral transition into operating as an independent entity.

6. District will assist in promoting the TSIC scholarship and mentoring program on the school district websites.

IV. TSIC Responsibilities

1. Continue assuming the responsibility for the Take Stock in Children, Inc.

2. Operate as a Section 501(c)(3) organization accepting all responsibilities associated with this designation, unless provided by the District, including, but not limited to: payroll, tax obligations, securing insurances, board governance, and financial controls.

3. Demonstrate and maintain status as an organization qualifying for federal tax exemption under Section 501(c) (3) of the IRS Code.

4. Purchase Florida Prepaid College Tuition Scholarships covering the tuition costs for a student to attend a post-secondary educational institution for two or four years.

5. Maintain scholarship records including the purchase, usage, and coordination through the Florida Prepaid College Foundation.

6. Coordinate the TSIC student scholarship selection process throughout the school district.

7. Coordinate and supervise the one-to-one mentorship program in the middle and high schools throughout the school district. Use best efforts to assure that all students are assigned a mentor.

8. Develop, maintain and monitor the quality of mentor recruitment, training, and placement procedure in accordance with standards adopted by TSIC as indicated in the Operations Manual. This includes insuring proper background screening of mentors.

9. Secure parent/student/school contracts for participation in the college scholarship and mentoring program.

10. Coordinate college readiness workshops for TSIC students and mentors to position students for successful post-secondary education completion.

11. Subject to Federal and/or State laws and regulations; including, but not limited to, §1002.22, Florida Statutes, the Family Educational Rights and Privacy Act of 1974, ("F.E.R.P.A."), as amended or updated, TSIC may request access to data associated with former, prospective and/or enrolled students. All such information is considered confidential and therefore protected (collectively referred to as "Confidential Information"). Such Confidential Information shall not be disclosed or shared with any third-party by TSIC, except as expressly authorized by law.

12. Perform functions necessary to raise funds for additional operational support and post-secondary scholarships.

13. Use funds received from District under this MOU to support the operations of TSIC for the respective periods, and if possible, beyond the June 30 date each year.

14. TSIC participants will comply with Jessica Lunsford Act (JLA) and TSIC agree to indemnify and hold harmless the School Board for any claims made against the School Board related to the failure to comply with Section 1012.465 and Section 1012.32 Florida Statutes.

15. TSIC agrees, to the extent permitted by law, to defend, indemnify and hold harmless the School Board, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities, including reasonable attorney fees, arising from any action or failure to act with respect to this agreement by TSIC, to the extent provided by law. TSIC will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. TSIC will also maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School Board, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

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

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

18. **IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:**

Records Custodian
215 Manatee Avenue W. Bradenton,
Florida, 34205
(941) 708-8770

Publicrecords@manateeschools.net

V. Joint Responsibilities of TSIC and District

1. Maintain the integrity of the TSIC program by treating employees, contractors and agents, volunteers, mentors, and students fairly without regard to race, color, sex, religion, national origin, age or disability. Present students selected to receive scholarships in a positive manner.

2. Coordinate the Annual Contract Signing, Graduation Celebration, and Mentor Appreciation events.

3. Coordinate the distribution of documents through courier service; and meeting space to students, parents, mentors, Take Stock in Children State Office, Take Stock in Children of Manatee, Inc. and the Manatee County School District.

4. Continuously monitor the program's progress to ensure quality and adequate resources.

5. Maintain and coordinate activities through Take Stock in Children of Manatee. The TSIC program will make determinations regarding the selection, award and, if necessary, revocation of college scholarship and participation in the program.

6. Coordinate fund-raising efforts so as to not conflict with each organization's current efforts and to maximize the effectiveness of the partnership to benefit the students and the community.

7. Insure the program is referred to as a joint partnership between Take Stock in Children of Manatee, Inc. and the Manatee County School District.

8. Solicit regional, state, and national sponsors to support local TSIC campaigns and events.

9. Provide specialized fund-raising brochures, proposals, training, and support materials for various stakeholders.

VI. <u>Amendments:</u>

1. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict, the terms of this agreement shall govern.

2. Any modification, addition, or amendment to this Memorandum of Understanding by the Parties shall not be effective, except upon a written document signed by both parties.

IN WITNESS WHEREOF, the undersigned have been duly authorized to bind their respective Parties to this Memorandum of Understanding and have caused this Memorandum of Understanding to become effective as of the date noted above written.

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 E-verify Number must be included below.

CONTRACTOR E-VERIFY NUMBER: _____

TAKE STOCK IN CHILDREN OF MANATEE COUNTY, INC.

By: Robert Hendrickson _____ _____
Robert Hendrickson Date
Board Chair

By: _____ _____
Anne LeBaron Date
Chief Executive Officer

SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ _____
Chad Choate III Date
Board Chair

By: _____ _____
Ms. Cynthia Saunders Date
Superintendent

Approved As To Form:

By: _____ _____
Mitchell Teitelbaum, Esq. Date
General Counsel

AGENDA ITEM NO. 11.35

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Renew the Agreement Between the School Board of Manatee County and AMIKids Manatee County, Inc. for the 2023-2024 School Year

Executive Summary
AMIKids Manatee County, Inc. is a non-profit agency contracted by the Department of Juvenile Justice (DJJ) to provide an educational program and related services for students eligible for this program by the State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52.

AMIKids Manatee County, Inc. and the School Board of Manatee County will continue to provide an educational and therapeutic gender specific program for male students, who would benefit from an alternative educational setting, specialized counseling, credit recovery services, life skills, foster positive gender identification development, community service-learning projects, and career exploration at AMIKids Manatee County, Inc. located at the Harllee Campus.

A Copy of the contract is attached for review.

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

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

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 For Life | Goal 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

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

Recommendation
The Superintendent recommends approval to renew the agreement between the School Board of Manatee County and AMIKids Manatee County, Inc. for the 2023-2024 School Year.

Financial Impact
The District will reimburse AMIKids, Manatee County, Inc. 95% of the weighted Full-Time Equivalency (FTE) based upon FTE generated during the 2023-2024 school year. The maximum number of full-time equivalent students to be funded under this agreement is fifty (50). Students receiving services from the agency generate state funds through the Florida Education Finance Program (FEFP).

Contact
Submitting Department: Dropout Prevention

Initiated By: Mr. George Schrier

Attachments:
2023-2024 AMIKids Manatee County, Inc Agreement

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA
And
AMIKIDS MANATEE , INC.
2023-2024 School Year

This Agreement, made and entered into this 1st day of July 2023, by and between THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, hereinafter referred to as the "BOARD," and AMIKIDS MANATEE COUNTY, INC., hereinafter referred to as "PROVIDER" to provide community-based, gender specific prevention and intervention services for boys in Manatee County, Florida to be provided by AMIKids, Inc. at Harllee Campus Center located at 6423 9th Street East, Bradenton, FL 34203, for the 2023-2024 school year.

The interagency partnership is made possible through the Florida Department of Juvenile Justice Contract #10394 awarded to AMIKIDS Manatee, Inc. to establish Gender Specific Programs in the Manatee Public School District, which will serve 50 male students ages 12 -17.

WITNESSETH:

WHEREAS, PROVIDER is a non-profit agency contracted by the Department of Juvenile Justice (DJJ) to provide an educational program and related services for students eligible for this program by the State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52; and,

WHEREAS, the BOARD is committed to providing appropriate educational programs for school age children in the Department of Juvenile Justice dropout prevention programs when school enrollment in their regular school program is not desired, available, recommended, or allowed; and,

WHEREAS, PROVIDER is committed to providing an educational and therapeutic gender specific program for male students, who would benefit from an alternative educational setting, specialized counseling, credit recovery services, life skills, foster positive gender identification development, community service-learning projects, and career exploration at AMIKIDS Manatee, Inc. at Harllee Campus.

WHEREAS, the parties to this agreement desire a maximum degree of cooperation and administrative planning in order to provide high quality educational services for students placed in this program by eligibility under Florida Statute 1003.52;

I. Provider and The Board Mutually Agree:

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

A. PROVIDER agree to follow the School District of Manatee County's COVID- 19 protocols.

B. PROVIDER agree to follow the School District of Manatee County Student Code of Conduct and the Policy and Procedural Manual.

C. PROVIDER will ensure that all library materials and classroom materials are age appropriate, do not contain objectionable material, and compliant with Florida Statute(s). All curriculum must be Florida Department of Education approved, including all required policies within House Bill (HB) 7.

D. PROVIDER will provide services including instructional personnel, materials, and transportation, and for a maximum of 50 male students identified by the Department of Juvenile Justice, referred by school principals or Manatee County District officials, and parents of students. PROVIDER will review all referrals and determine any student deemed eligible according to PROVIDER guidelines be enrolled within five (5) business days. Upon request, PROVIDER will provide record of parental contact attempted during the enrollment process. Provider will refer all students in which contact was unsuccessful to the Office of Dropout Prevention. Enrollment in the program shall be voluntary.

E. The BOARD will retain 5% of all applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS to offset the cost of providing support and administrative services to include the following iterant services: ESE Specialist; Administrative Support; and Testing Coordinator.

F. The BOARD will pay PROVIDER 95% of applicable funds generated through the Florida Education Finance Program (FEFP) by eligible students enrolled at AMIKIDS Manatee, Inc. for the period beginning July 1, 2023 and ending June 30, 2024. If the number of students in attendance is below or above the maximum of fifty "50", payments will be adjusted accordingly based on the actual number of enrolled students. PROVIDER agrees that a student is in membership when he is officially assigned to a course or program by the PROVIDER. To be reported for funding each student must be enrolled and scheduled appropriately in the Manatee SIS system. Payments will be made monthly by the 10th of each month upon receipt of invoices from the PROVIDER. The balance of the remaining PROVIDER share and ongoing monthly payments will be adjusted based on actual FTE at the time of each respective FTE survey. Payments for August through December will be made on the basis of an estimate of the FTE count. Payments for January through March will be adjusted in accordance with actual October FTE count and an estimate for the February count. The payments for April through June will be based on the actual counts for October and February. Should an audit indicate that a funding adjustment is necessary and an over-payment of FEFP has been made to the PROVIDER for whatever reason, PROVIDER shall be liable for and shall indemnify the District for any repayment of funds it has received.

G. District school boards are to satisfy invoices from providers within 15 working days of receipt. District school boards that fail to timely satisfy an invoice must also pay interest, at a rate of 1 percent per month, calculated daily.

H. PROVIDER shall provide a program of education, training, and related gender-specific services to the referred students based in an experiential education model designed to increase hands-on educational opportunities, encourage appropriate masculine identity development, and effect positive behavior change that may include regular physical activities and Manatee County Schools approved field trips and other extracurricular activities. PROVIDER will be responsible for the supervision and control of the students while in their educational program on the Harllee Campus and any other school sites. The program will provide the District with a copy of the rules and procedures they utilize for classroom management.

I. PROVIDER shall be staffed by qualified personnel as defined in FAC 6A-1.0503, 6A-4.003, 6A-1.0502 and 6A-4.004. PROVIDER shall employ four (4) Florida certified teachers, with no less than one teacher certified in exceptional student education and one teacher endorsed in ESOL, educators must have all certification and endorsements as required by Florida Statutes and State Board Rules. Failure to comply could result in the School District of Manatee County invoicing PROVIDER for non-contracted hours to pay for additional support. The instructional program will provide and deliver Tier 3 interventions by reading endorsed or certified teachers to those students as required by Federal and State Law. PROVIDER will provide the District certification documentation for each member of its instructional staff. PROVIDER certified teachers shall be responsible for the supervision of instructional activities and must certify mastery of student performance objectives of courses for credit toward a standard high school diploma. The teachers will be responsible for District reports and procedures typically required

of the BOARD's teachers at dropout prevention programs. PROVIDER teachers will be eligible to attend and receive credit for professional development and trainings conducted by the BOARD at no additional cost to PROVIDER. This agreement may be terminated upon 30 days with written notice including but not limited to not having proper staffing with proper certifications and endorsements.

J. If the PROVIDER certified teachers are absent, substitutes will be assigned using Manatee County School Board's automated substitute system. The cost of substitutes provided by the BOARD will be paid by the PROVIDER. The BOARD will deduct the cost of the substitutes utilized from the monthly FEFP payment. The BOARD will provide the PROVIDER with the substitutes' names, dates utilized, and daily cost at the time of each deduction.

K. PROVIDER shall have final authority regarding the placement of any boy in the program based on AMIKIDS' intake assessment and screening.

L. PROVIDER will accurately report student enrollment to the BOARD as required in s. 1011.62, F.S., and in accordance with the definitions in s. 1011.61, F.S., at the agreed upon intervals and using the method used by the BOARD when recording and reporting cost data by program. The BOARD agrees to include the PROVIDER enrollment in the BOARD's district report of student enrollment. The PROVIDER shall provide all required information within the same schedule required for all other of the BOARD's schools.

M. The BOARD and the PROVIDER will utilize the student information system (SIS) known as FOCUS to collect data required for various reports required by the Department of Education. The data elements shall include but not be limited to, the following:

1. Demographic information
2. ESE data
3. Grade level assignment
4. Required health information
5. Required discipline codes/incident data
6. Daily attendance
7. Transportation
8. Student schedule
9. Teacher demographics
10. Master schedule
11. ESOL immigrant codes
12. Grades/grading period/grading scale
13. ERW (entry, withdrawal information)
14. Test scores
15. Academic history and transcripts, and
16. Student lunch information as required

N. PROVIDER shall maintain student records in accordance with State requirements for Dropout Prevention/Department of Juvenile Justice Programs, as well as the information for data reporting requirements requested by the BOARD and State and Federal agencies, and shall communicate and exchange appropriate student information in a manner consistent with Florida Statutes, rules and professional ethics. PROVIDER will notify any students who file intent to terminate school enrollment of the option of enrolling in a program to attain the GED. In addition, upon a student's withdrawal from the program or upon completion of the program, PROVIDER will award credits and grades earned and issue a final cumulative transcript.

O. Contract for Food Services are subject to a service agreement. The Contracted School shall provide food service to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations. If the school chooses to contract with the

School District of Manatee County for meals, a separate agreement will be required. All terms of those separate agreements are subject to separate and distinct negotiations, renewal, and expiration.

P. PROVIDER will be responsible for any and all transportation of students. The School District of Manatee County **will not** provide transportation for any students of the contracted site.

Q. No student under the age of sixteen (16) may be terminated from the program until an alternative educational placement has been determined. Alternative educational placement shall be determined by the BOARD within ten (10) business days following notification by PROVIDER that a student is to be removed from placement. Students sixteen (16) years of age or older who desire to withdraw without a next school placement or diploma must (1) meet in person with BOARD's Dropout Prevention Office staff regarding the proposed withdrawal; and (2) have a Student Declaration of Intent to Terminate School Enrollment form signed by a parent or guardian prior to their withdrawal. If the Student Declaration of Intent to Terminate School Enrollment form is not signed, the student will be assigned to an alternative educational placement by the BOARD in accordance with this procedure. PROVIDER will follow procedures in board policy 5500.05 Student Attendance, Section VIII A, items 1, 2, 3, 5 and 6.

R. The staff of the BOARD will be permitted to review the program provided by PROVIDER and confer with its staff as needed. Further, the BOARD and PROVIDER agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of this contract. In addition, PROVIDER agrees to develop a Transition Plan for each student upon entry. The Transition Plan must include academic reentry goals, career and employment goals, and the recommended next educational placement. PROVIDER will have an "Exit Portfolio" for all students, which will contain, at a minimum, all the academic records of credits earned, entry/withdrawal information, grades in progress, schedule, IEP, assessments, examples of student's work, and any other agreed upon documents.

S. BOARD agrees to provide classroom space, furniture, and equipment – based on a basic Junior High/High School classroom furniture list - for the teachers and students participating in the school program, as well as space for confidential counseling, staffing and evaluation. PROVIDER will host this program at Harllee Campus, but may move the program so long as BOARD's Superintendent provides prior written consent, which consent shall not be unreasonably withheld. PROVIDER shall be responsible in the case of damage or loss of District property.

T. PROVIDER is responsible for meeting applicable safety, health, and sanitation standards of authorized state and local agencies.

U. The BOARD and PROVIDER will collaboratively develop a School Safety Plan. The plan will include provisions for ensuring the safety of educational personnel, students and BOARD equipment.

V. PROVIDER shall draft a calendar that is consistent with the School District of Manatee County Academic Calendar, including but not limited to Summer School and summer hours containing a minimum of 230 days of instruction and 20 staff professional service days (total of 250 days), for submission to the administrator of dropout prevention services by July 1, 2023 for the contract year beginning July 1, 2023. PROVIDER must notify the administrator of dropout prevention services prior to any deviation from this calendar. Any emergency cancellation of school must be done in coordination with the administrator of dropout prevention services or designee.

W. In the event that the BOARD and PROVIDER are unable to agree upon a function not specified in this agreement, the Executive Director and the District Dropout Prevention Administrator will attempt to resolve any differences, which may arise under this agreement. In the event such differences cannot be resolved between the personnel described herein, any such disagreement shall be submitted to the Area 4 Superintendent and the Regional Director of PROVIDER for resolution.

X. Neither party shall assign this agreement; however, it may be modified in writing by the parties' mutual consent.

II. DJJ Cooperative Agreement

A. Youth to Be Served, provides an overview of the FLDJJ Student description, eligibility, and referral process. The Cooperative Agreement states thirteen (13) requirements of P.L. 114-95, Section 1423 of Every Student Succeeds Act of 2015 to meet all thirteen (13) elements in Section 1425, which are incorporated herein by reference and made a part hereof. In compliance with PL 114- 95, Section 1423, the School Board Agrees to meet all the requirements of PL 114-95, Section 1423:

1. Where feasible, ensure that educational programs in the school facility are coordinated with the student's home school, particularly with respect to a student with an individualized education program under part B of the Individuals with Disabilities Education Act;
2. If the child or youth is identified as in need of special education services while in the correctional facility, notify the local school of the child or youth of such need;
3. Where feasible, provide transition assistance to help the child or youth stay in school, including coordination of services for the family, counseling, assistance in accessing drug and alcohol abuse prevention programs, tutoring, and family counseling;
4. Provide support programs that encourage children and youth who have dropped out of school to reenter school once their term at the correctional facility has been completed, or provide such children and youth with the skills necessary to gain employment or seek a secondary school diploma or its recognized equivalent;
5. Work to ensure that the school facility is staffed with teachers and other qualified staff who are trained to work with children and youth with disabilities taking into consideration the unique needs of such children and youth;
6. Ensure that educational programs in the juvenile justice facilities are related to assisting students to meet the challenging State academic standards;
7. To the extent possible, use technology to assist in coordinating educational programs between the school facility and the community school;
8. Where feasible, involve parents in efforts to improve the educational achievement of their children and prevent the further involvement of such children in delinquent activities;
9. Coordinate funds received under this subpart with other local, State, and Federal funds available to provide services to participating children and youth, such as funds made available under title I of Public Law 105-220, and vocational and technical education funds;
10. Coordinate programs operated under this subpart with activities funded under the Juvenile Justice and Delinquency Prevention Act of 1974 and other comparable programs, if applicable; and;
11. If appropriate, work with local businesses to develop training, curriculum-based youth entrepreneurship education, and mentoring programs for children and youth;
12. Upon the child's or youth's entry into the juvenile justice facility, work with the child's or youth's family members and the local educational agency that most recently provided services to the child or youth (if applicable) to ensure that any relevant and appropriate academic records and plans not provided to probation staff during the commitment staffing process regarding the continuation of educational services for such child or youth are shared jointly between the juvenile justice facility and local educational agency in order to facilitate the transition of such children and youth between the local educational agency and the juvenile justice facility; and
13. Upon discharge from a juvenile justice facility, ensure consultation occurs between the local educational agency and the juvenile justice facility for a period jointly determined necessary to coordinate educational services so as to minimize disruption to the child's or youth's achievement.

B. AMIKIDS Manatee, Inc.is an authorized provider of services through the Department of Juvenile Justice to provide educational program and related services for students eligible for the program under State Board of Education Rule 6A-6.05281 and Florida Statute 1003.52.

III. Provider and The Board Mutually Agree:

A. That authorized staff of the Board will be permitted to review the program provided by the School and confer with its staff at reasonable times. Further, the Board and the School agree to abide by all procedures and guidelines developed and mutually agreed upon by both parties regarding the implementation of the Agreement.

B. The unforeseen issues arising during the administration of the Agreement between parties shall be resolved through negotiations. The negotiated resolution of the unforeseen issues shall be reduced to writing, which shall then be attached to, and made part of this Agreement as a clarifying interpretation.

C. That this contract shall become effective July 1, 2023 and terminate June 30, 2024. Either party may terminate this Agreement at any time by giving at least thirty (30) days written notice.

D. The Board and the School agree to comply with the Standards and Key Indicator Compliance issues as outlined in the Quality Assurance guidelines.

E. To develop a mutually agreed upon school improvement plan (SIP), as required by statue. Educational Administrators work cooperatively with authorized staff of Board, program instructional personnel, student, and parents, to create a written SIP. The SIP must be specific to the program.

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

G. This Agreement may be modified subject to revenue shortfall which reduces district funding. This modification shall be proportionate to the Board's reduction, and should be agreed upon in writing by both parties.

H. This Agreement will be governed by internal laws of the State of Florida, without regard to its conflicts of laws. 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.

IV. Terms and Conditions:

A. This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

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

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

D. This agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements,

proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any of any provision of this agreement will be effective unless in writing and signed by both parties.

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

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

G. The Provider agrees to defend indemnify and hold harmless the School District, their agents, employees, officers, and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract Provider will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Provider will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

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

I. The parties acknowledge and agree that the School District, a political subdivision of the State of Florida, is a sovereign entity that is by law immune from suit except specified in Section 768.28 Florida Statues. No provision of the agreement shall constitute, or be interpreted as, a waive of sovereign immunity, and all defenses relative to sovereign immunity shall be preserved.

J. Provider will be held to the same standards of conduct as employees of the School District of Manatee County while conducting business with the District. These standards, as defined in School Board Policies, will apply not only to employees of the Provider, but also to the employees of its sub-contractors

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

L. The Provider agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status.

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

N. Termination for Cause. The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School 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. Termination for cause includes terminations under 215.4725, F.S.

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

P. **CUSTODIAN OF PUBLIC RECORDS**

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

215 Manatee Avenue W.
Bradenton, Florida, 34205 (941) 708-8770
publicrecords@manateeschools.net

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

R. In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be affected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

S. 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 Provider will in no way be a cause for relief from responsibility. The Provider 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 Provider must not be in violation of any zoning or other ordinances in the performance of this contract.

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

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

V. Contract work hours and safety standards act (34 CFR 80.36(I) (6). All vendors, Provider and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

W. Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Provider, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Provider. If a sub-contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider fails to terminate said employee or independent contractor or fails to

terminate the agreement with the sub- contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. "Firearm" has the meaning given in Subsection 790.001(6) Florida Statutes.

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

Y. 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 Provider's employees or independent contractors or its sub- contractors' employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Provider. If a sub- contractor fails to terminate said employee or independent contractor, the Provider shall terminate its agreement with the sub-contractor. If the Provider fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Z. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals, or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit, or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict, the terms of this agreement shall govern.

AA. 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 Contracted Site agrees to execute the attached E-Verify form annexed to this agreement.

BB. It is understood by the contracted site that there will be improvement by the school in academics, to qualify for a further contract. The school grade cannot be calculated as an "F".

[THE REMAINDER OF THIS PAGE IS DILIBERATELY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed these Ten (10) pages agreement the day and year first above written.

AGREEMENT

AMIKIDS CENTER FOR PERSONAL GROWTH OPERATED BY AMIKIDS MANATEE COUNTY

THE SCHOOL BOARD OF MANATEE COUNTY, FL

Attest:_____ By: _____

Superintendent Date Mr. Chad Choate III, Chair Date

AMIKIDS MANATEE COUNTY, INC.

Attest: Carolyn McBean 5.17.23 By: Harry Traylor (May 18, 2023 07:35 EDT) 5/18/2023

Carolyn McBean, Executive Director Date Harry Traylor, Board Chair Date

Approved as to Form

_____

Mitchell Teitelbaum

General Counsel

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: **1696470**

Signature of Contractor's Authorized Official

Executive Director

Name and Title of Contractor's Authorized Official

May 18, 2023

Date

AGENDA ITEM NO. 11.36

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Comprehensive Fire Safety Inspection Report for Fiscal Year 2022-2023

Executive Summary
The requested action is to approve the Annual Comprehensive Fire Safety Inspection Report. State Requirements for Educational Facilities Chapter 5 and Florida Statute 1013.12 require a comprehensive fire, fire safety, and sanitation report of all School District facilities annually by qualified personnel certified by the Florida State Fire Marshal. All comprehensive fire, fire safety, and sanitation inspections have been completed for the 2022-2023 Fiscal Year by the Fire Safety Inspector/Certified Sanitation Inspector employed by the District. The bound volume entitled "2022-2023 Comprehensive Fire / Safety Inspection Reports" includes copies of reports for each site within the School District of Manatee County, performed by the certified District Inspector.

It is important to note that none of the deficiencies cited were serious life safety hazards, as set forth in Section 1013.12 FS.

The supporting documentation is available in Room 503 for review.

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 Comprehensive Fire Safety Inspection Report for Fiscal Year 2022-2023.

Financial Impact
There is no financial impact.

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

AGENDA ITEM NO. 11.37

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Property and Liability Insurance Coverage Renewal, Not to Exceed $7,095,909.03

Executive Summary
The District is seeking approval to purchase property and liability insurance. A breakdown of the proposed renewal pricing comparison and prior year premium comparison is provided. The proposed renewal pricing is on a Not to Exceed basis.

Attachments include YTD and past spend history.

The proposed property insurance coverage options are deemed to meet the Stafford Act requirements, and therefore, in the event of a qualified disaster, the District would be eligible for reimbursement from the Federal Emergency Management Agency (FEMA). FEMA reimbursements would come into play for any deductibles or for any uninsured damages in excess of the purchased insurance coverage.

First Florida Insurance Brokers is the Request for Proposal (RFP) awarded Agent of Record for the District and has obtained this renewal proposal on behalf of the District. Our coverage terms and conditions remain virtually unchanged from the prior year, however, there will be a few changes to the property coverage terms.

Approval of this item does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed basis. The term for this item is July 1, 2023 through June 30, 2024.

State Board Rule 6A-a.012(15) states, “Except as otherwise required by statute, a district school board, when purchasing insurance, entering risk management programs, or contract with third party administrators, may make any such acquisitions through the competitive solicitation process as described herein or by direct negotiations and contract.”

The supplier is First Florida Insurance Brokers LLC, Tampa, Florida, Florida Document No. L08000060175. The District will pay this supplier, the District’s approved broker, for this coverage. The broker will in turn pay the carrier(s) for the coverage.

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 to purchase property and liability insurance coverage , not to exceed $7,095,909.03.

Financial Impact
The cost to implement this agenda item will not exceed $7,095,909.03. The funding source for this expenditure is Risk Management Fidelity Insurance Expense and is included in the Risk Management Department’s proposed budget for 2023-2024.

Contact
Submitting Department: Risk Management
Initiated by: Bill Kelley

Attachments:
Premiums Figures

POLICY	PREMIUMS $50MIL NWS LIMIT 2022-2023	PREMIUMS $35MIL NWS LIMIT 2023-2024
Cyber	Not Purchased	
Crime	$14,543.02	$13,390.73
Excess WC	$199,682.00	$203,158.00
School Board Legal Liability	$327,023.25	$367,704.00
Boiler & Machinery	$38,054.53	$46,656.30
Active Shooter Property	$9,790.00	$15,000.00
Property	$3,476,942.00	$6,650,000.00
TOTAL	**$4,220,034.80**	**$7,095,909.03**

NOTES:

1. **2022-2023 and 2023-2024 Premiums above include taxes/surcharges**
2. **2023-2024 are conservative Not to Exceed figures. The line premiums may change, but the total not to exceed premium will not be in excess of: $7,095.909.03**

AGENDA ITEM NO. 11.38

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Continued Procurement of School Resource Officer (SRO) Services through The City of Holmes Beach, SDMC No. 24-0052-RG, Estimated Amount of $132,849.28

Executive Summary
The City of Holmes Beach will provide one (1) regularly employed police officer to the School Resource Officer (SRO) program. This officer will be dedicated and assigned to Anna Maria Elementary School.

The School District of Manatee County is responsible for 70% of the annual cost for the officer in the amount of $92,994.50, to be paid in quarterly installments. The District will also reimburse the City of Holmes Beach for overtime duty and officer training as permissible per the contract. A copy of the agreement is attached.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. Expenditures for the new contract period are expected to be in line with the current year's spend. The requested contract is for the period of July 1, 2022, through June 30, 2023, with two (2) one (1) year renewals.

Historical expenditures are as follows:

- YTD 2022-2023 school year: $60,176.46
- 2021-2022 school year: $102,506.41
- 2020-2021 school year: $98,187.62

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing - The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

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 continued procurement of School Resource Officer (SRO) services through the City of Holmes Beach, SDMC No. 24-0052-RG, estimated amount of $132,849.28.

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

Contact
Submitting Departments: Safety and Security and Purchasing
Initiated By: Paul Damico and Ruth Gruett

Attachments:

Copy of Attachment C - Holmes Beach PD of SRO Split Cost 2023-2024
HOLMES BEACH SRO

Holmes Beach Police Department School Resource Officer Program
2023-2024 Budget split 70 / 30 Split

PROPOSED 2023-2024-- 1 Full Time Officer			
Personal Expenses	2023-2024		
Regular Salary	79,314.00		
FICA	8,100.14		
Retirement	26,570.19		
Benefits	17,147.25		
Total Personal Expenses	131,131.58		
Operating Expenses			
Professional Services	1,717.70	*Supervision*	
Communications	-		
Vehicle & Equip Cost	-		
Office Supplies	-		
Gas, Oil & Other	-		
Uniforms & Accessories	-		
Uniform Cleaning	-		
Total Operating Expenses	1,717.70		
Total Cost	132,849.28		
School Board 70% share	92,994.50	Four payments	$ 23,248.62

	Rate of Pay	Salary	Holiday Pay	33.50% Retirement	0.0765 FICA	0.043 W/C	Hospital	Total
Employee								
LaBranche, Christine	29.7100	79,314.00		26,570.19	8,100.14	3,410.50	13,736.75	131,131.58

Professional Services		1% of Salary	Holiday	Retirement	FICA	W/C	Hospital	Total
Chief Tokajer	77.3600	-	-	-	-	-	-	-
Sgt. Copeman	44.9200	981.05	-	328.65	75.05	-	332.94	1,717.70
Finance (.50%)	52.8287	-		-	-	-	-	-
		981.05	-	328.65	75.05		332.94	1,717.70

**Assumes 15% increase in Hospitalization and 8% salaries

School Resource Officer Program Agreement

This AGREEMENT entered into for the 2023-2024 school year (July 1, 2023- 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 City of Holmes Beach, whose mailing address is 5801 Marina Drive, Holmes Beach, Florida 34217, hereinafter referred to as the **"City of Holmes Beach,"** for the purposes of establishing a School Resource Officer Program, staffed by school resource officer, hereinafter referred to as **"SRO,"** within the public schools of the **City of Holmes Beach,** 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 **City of Holmes Beach** has the responsibility for law enforcement, including the provisions of security services and programs for the prevention of crime; and

WHEREAS, the **School Board** and the **City of Holmes Beach** 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 **City of Holmes Beach** mutually agree as follows:

ARTICLE 1. CITY OF HOLMES BEACH RESPONSIBILITIES

A. Providing School Resource Officers:

1. The **City of Holmes Beach** shall commit employed police officers to the School Resource Officer **(SRO)** program and will be available for schools within the **City of Holmes Beach's** jurisdiction. (Attachment A.)

B. Responsibilities:

1. The **City of Holmes Beach** shall be responsible for employing, training, disciplining, reassignment, and dismissal of all **SRO's.**

2. The **City of Holmes Beach** 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 **City of Holmes Beach** 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 **City of Holmes Beach** 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-hour week consisting of 8-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 **City of Holmes Beach** for accrued leave or during other periods of law enforcement purposes. With approval of the **Chief's** chain-of-command 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 **City of Holmes Beach** and reimbursed to the **City of Holmes Beach** from the school's internal accounts or School District of Manatee County (SDMC) department funds within 30 days of receipt of invoice.

D. Duties of the **SRO:**

1. The **SRO** shall act as an instructor for specialized, sh01t-term programs at their respective schools when requested to do so by the principal or member of the faculty and approved by the **Chief's** chain-of-command. 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, DARE and the "Know the Law" program. All other programs must be approved by the principal of their respective schools and the **Chief's** chain-of-command.

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 and if available based on the duties of the **SRO,** 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 **SROs** by the **City of Holmes Beach** and reimbursed to the **City of Holmes Beach** from the school's internal accounts or 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 **City of Holmes**

Beach and the **School Board;** provided however, that the **Chief** shall have the authority to modify or suspend said policies and procedures in the interest of 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 **Chief's** chain-of-command.

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 **City of Holmes Beach** 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 **City of Holmes Beach.**

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. **SROs 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 Police Uniform at all times while on duty as an **SRO;** however, appropriate civilian attire may be worn on those occasions mutually agreed upon, by and between the school principal and the **City of Holmes Beach** 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. Any information obtained by the **SROs** 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 the **City of Holmes Beach.**

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 **City of Holmes Beach** notice, at least two (2) years, prior to commencement of any new school construction or conversion within the City of Holmes Beach.

B. Training:

The City of Holmes Beach shall advise the School Board in writing of any permanent staff changes of School Resource Officers within schools, including but not limited to leaves of absence greater than 14 days, retirements, and

reassignments. The School Board will be notified and required to consent to any staff reassignment.

The **School Board** written request and consent, shall reimburse the **City of Holmes Beach** its proportionate share (70%) 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 **City of Holmes Beach,** as being necessary for an assigned **SRO** to obtain or maintain ce1tification as a School Resource Practitioner or other training 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 **City of Holmes Beach, SRO** may be reimbursed for other **SRO** specific training expenses. The **School Board** shall reimburse the **City of Holmes Beach** 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, are reported to the **SRO** assigned to the involved school or an **SRO supervisor.** The **SRO or SRO supervisor** will be the **Chief'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 the **SRO** or **SRO supervisor** concerning 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 **City of Holmes Beach** 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 at the 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 **City of Holmes Beach** and the Department of Labor under the Fair Labor Standards Act.

D. The **School Board** shall reimburse the **City of Holmes Beach** seventy percent (70%) of the rate of pay the one **(1)** School Resource Officers assigned to Anna Maria Island Elementary School, that includes their salary, retirement, FICA, workers compensation and health insurance and one (1) percent of the salary for Sergeant Copeman's salary as more fully set forth in **Attachment C,** Eighty Thousand Two Hundred Thirty-Five and 30 cents [$80,235.30], which is attached hereto and incorporated by reference. The **School Board** shall remit this total annual compensation due to the **City of Holmes Beach** in quarterly installments for full time **SRO.** Payments shall be due as per the following schedule:

November 30th
February 28th
May 31st
August 31st

The **City of Holmes Beach** also shall submit quarterly any mutually approved in writing additional fees or other compensation for services or expenses. 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 basis.

E. If the **School Board** determines that it is necessary to utilize **SRO** for designated summer school programs, the **City of Homes Beach** shall provide up to 1 **SRO** and the **SRO** costs, expenses, entitlements and benefits shall be reimbursed to the **City of Holmes Beach** 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 officers, in addition to the assigned **SRO** to attend those activities in their official duty capacity in order to maintain peace and order, compensation for those additional duties will be charged to the **School Board** in keeping with the **City of Holmes Beach's** existing rules and policies concerning the provision of off-duty officers for special events. The additional services shall be **invoiced monthly and have payment terms of NET 30.**

G. The **SRO** shall be entitled to the benefits as provided by the **City of Holmes Beach.** The **City of Holmes Beach** shall provide a substitute or replacement officer for the absent **SRO** at no additional cost to the **School Board.** The **SRO** supervisor may 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 **City of Holmes Beach** 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.

H. If the assigned **SRO** is required to work overtime (in excess of the designated 8-hour day/40-hour week) by the **School Board,** overtime will be paid, in accordance with all applicable rules of the **City of Holmes Beach,** and directly to the officers by the **City of Holmes Beach** and reimbursed to the City from the school's internal accounts or SDMC department funds within 30 days of receipt of invoice.

I. The **City of Holmes Beach** 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 **City of Holmes Beach,** 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 **City of Holmes Beach** and the **School Board** shall be scheduled in order to discuss and resolve the issues involved with the affected **SRO.** The **Chief** shall make the final determination regarding placement of **City of Holmes Beach** personnel.

K. <u>Term:</u>

The term of the Agreement shall be for the 2023-2024 school year, from July 1, 2023 through 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 police officer position. This agreement may be extended for an additional two one(1) year renewals upon agreement by both parties. Any changes to proposed pricing must be made 60 days in advance of the renewal.

L. 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 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 **City of Holmes Beach** shall be entitled to compensation for all services performed up to the date of termination.

M. Indemnification:

Consistent with Section 768.28, Florida Statutes, the **School Board** and the **City of Holmes Beach** 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 **City of Holmes Beach** 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.

N. 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 the **City of Holmes Beach**

William Tokajer, Chief of Police
City of Holmes Beach Police Department
5801 Marina Drive
Holmes Beach, Florida 34217

For the **School Board**

Cynthia Saunders, Superintendent
School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205

0. 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
Attachment B- School Resource Officer Timesheet
Attachment C - SRO Budget and Contract Costs

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

Q. 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.

R. Equal Opportunity:

The **School Board** and the **City of Holmes Beach** 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.

S. 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.

This section intentionally left blank

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, Board Chair

By: Date:

Cynthia Saunders, Superintendent

CITY OF HOLMES BEACH, FLORIDA

By: Date:

Judy Titsworth, Mayor

By: Date:

Stacey Johnston, City Clerk

APPROVED AS TO FORM & SUFFICIENCY

Stephen Dye, Board Attorney

Attachment A

Attachment "A"

School Coverage

School	Assigned SRO
Anna Maria Elementary School	Officer Christine LaBranche
	Sergeant Copeman - Supervisior

Holmes Beach Police Department School Resource Officer Program
2023-2024 Budget split 70 / 30 Split

PROPOSED 2023-2024-- 1 Full Time Officer			
Personal Expenses	2023-2024		
Regular Salary	79,314.00		
FICA	8,100.14		
Retirement	26,570.19		
Benefits	17,147.25		
Total Personal Expenses	131,131.58		
Operating Expenses			
Professional Services	1,717.70	*Supervision*	
Communications	-		
Vehicle & Equip Cost	-		
Office Supplies	-		
Gas, Oil & Other	-		
Uniforms & Accessories	-		
Uniform Cleaning	-		
Total Operating Expenses	1,717.70		
Total Cost	132,849.28		
School Board 70% share	92,994.50	Four payments	$ 23,248.62

	Rate of Pay	Salary	Holiday Pay	33.50% Retirement	0.0765 FICA	0.043 W/C	Hospital	Total
Employee								
LaBranche, Christine	29.7100	79,314.00		26,570.19	8,100.14	3,410.50	13,736.75	131,131.58
Professional Services		1% of Salary	Holiday	Retirement	FICA	W/C	Hospital	Total
Chief Tokajer	77.3600	-	-	-	-	-	-	-
Sgt. Copeman	44.9200	981.05	-	328.65	75.05	-	332.94	1,717.70
Finance (.50%)	52.8287	-		-	-	-	-	-
		981.05	-	328.65	75.05		332.94	1,717.70

**Assumes 15% increase in Hospitalization and 8% salaries

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-Verlfy system, located at https·/le-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-Verlfy 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-Verlfy System as evidenced by Subcontractor's E-Verlfy 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: 59-1010006



Signature of Contractor's Authorized Official

Mayor Judy Titsworth

Name and Title of Contractor's Authorized Official

June 14, 2021

Date

AGENDA ITEM NO. 11.39

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Revision of the Job Description of Business Systems Analyst

Executive Summary
The revisions of the job description of Business Systems Analyst include changes to the minimum qualifications.

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

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

Recommendation
The Superintendent recommends approval of the revision of the job description of Business Systems Analyst.

Financial Impact
Motion and approval of the revision of the job description of Business Systems Analyst.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
82020 Computer System Analyst SUP026 [Analyst, Systems] - Redlined
82020 Computer System Analyst SUP026 [Analyst, Systems] - Clean

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ANALYST, SYSTEMS
State Title: Computer Systems Analyst, Administrative Technology
JOB DESCRIPTION

JOB GOAL:
To plan, design, develop, maintain, and launch efficient information systems in support of core organizational functions.

QUALIFICATIONS:
~~1.~~ Associate Degree from an accredited educational institution or equivalent experience, ~~or~~
1. ~~Bachelor's Degree~~ in computer science, management information systems, business administration, or related field~~. from an accredited educational institution.~~
2. Minimum of three (3) years of successful experience using PostgreSQL in a production environment.
3. ~~Minimum of~~Preferred three (3) years of successful experience using SRS (SQL Server Reporting Services).
4. Training, certification, and other education may be considered as a replacement for minimum qualifications.

KNOWLEDGE, SKILLS AND ABILITIES:
Considerable independent judgment in recommending courses of action to satisfy users' needs in the most effective manner. Thorough knowledge of database systems and the integration of enterprise applications Ability to analyze and assess existing information systems and the integrations of enterprise applications. Assist in defining software development project plans, including scoping, scheduling, and implementation. Assist in the definition, development, and documentation of software business requirements, objectives, deliverables, and specifications on a project-by-project basis in collaboration with internal users, departments, and approved vendors. Ability to collaborate with developers, programmers, and designers in conceptualizing and development of new software programs and applications. Ability to meet and deal tactfully with departmental officials, other administrative personnel and employees of the School Board. Ability to express one's self clearly and concisely, orally and in writing, and to understand and adhere to technical directives and instructions. Ability to take initiative to begin projects without supervision. Skills in reading, interpreting, and applying information in technical manuals and other documents. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to work independently and to make decisions with minimum supervision. Ability to tolerate highly stressful situations. Ability to schedule time, prioritize, and work efficiently.

REPORTS TO:
Business Analysis Manager
Assigned Administrator

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Research, identify, analyze, and fulfill requirements of all internal and external program users.
2. Train end users to operate new or modified programs.
3. Accurately document systems, applications, processes, scripts and business processes.
4. Assist in the planning, design, development, of new applications and enhancements to existing applications.
5. Meet with decision makers, systems owners, and end users to define business requirements and systems goals, and identify and resolve business systems issues.
6. Review and analyze the effectiveness and efficiency of existing systems and develop strategies for improving or further leveraging these systems.
7. Assist in the deployment of new applications and enhancements to existing applications.
8. Coordinate and perform in-depth tests, including end-user reviews, for modified and new systems.
9. Ensure adherence to good safety standards.
10. Meet and deal effectively with staff members, administrators and other contact persons using tact and good judgment.

11. Exhibit interpersonal skills to work as an effective team member.
12. Model and maintain high ethical standards.
13. Represent the district in a positive and professional manner.
14. Demonstrate initiative in the performance of assigned responsibilities.
15. Respond to inquiries and concerns in a timely manner.
16. Communicate effectively with staff, administration and vendors.
17. Keep supervisor informed of potential problems or unusual events.
18. Follow federal and state laws as well as school board policies, rules and regulations.
19. Demonstrate support for the school district and its goals and objectives.
20. Prepare all required reports and maintain all appropriate records.
21. Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
22. Review current developments, literature and technical sources of information related to job responsibility.
23. As technology systems evolve duties, responsibilities, and activities may change and new ones may be assigned at any time.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

Board approved:
04/21/1987

Revised:
07/08/2002
05/14/2007
06/12/2018
09/22/2020
06/13/2023

SALARY SCHEDULE: SAMP
PAY GRADE: D11
SHORT TITLE: SUP026
STATE JOB CODE: 82020

THE SCHOOL BOARD OF MANATEE COUNTY
Local Title: ANALYST, SYSTEMS
State Title: Computer Systems Analyst, Administrative Technology
JOB DESCRIPTION

JOB GOAL:
To plan, design, develop, maintain, and launch efficient information systems in support of core organizational functions.

QUALIFICATIONS:
1. Associate Degree from an accredited educational institution or equivalent experience, in computer science, management information systems, business administration, or related field.
2. Minimum of three (3) years of successful experience using PostgreSQL in a production environment.
3. Preferred three (3) years of successful experience using SRS (SQL Server Reporting Services).
4. Training, certification, and other education may be considered as a replacement for minimum qualifications.

KNOWLEDGE, SKILLS AND ABILITIES:
Considerable independent judgment in recommending courses of action to satisfy users' needs in the most effective manner. Thorough knowledge of database systems and the integration of enterprise applications Ability to analyze and assess existing information systems and the integrations of enterprise applications. Assist in defining software development project plans, including scoping, scheduling, and implementation. Assist in the definition, development, and documentation of software business requirements, objectives, deliverables, and specifications on a project-by-project basis in collaboration with internal users, departments, and approved vendors. Ability to collaborate with developers, programmers, and designers in conceptualizing and development of new software programs and applications. Ability to meet and deal tactfully with departmental officials, other administrative personnel and employees of the School Board. Ability to express one's self clearly and concisely, orally and in writing, and to understand and adhere to technical directives and instructions. Ability to take initiative to begin projects without supervision. Skills in reading, interpreting, and applying information in technical manuals and other documents. Ability to carry out job responsibilities and handle sensitive information in a confidential manner. Ability to work independently and to make decisions with minimum supervision. Ability to tolerate highly stressful situations. Ability to schedule time, prioritize, and work efficiently.

REPORTS TO:
Business Analysis Manager
Assigned Administrator

SUPERVISES:
N/A

PERFORMANCE RESPONSIBILITIES:
1. Research, identify, analyze, and fulfill requirements of all internal and external program users.
2. Train end users to operate new or modified programs.
3. Accurately document systems, applications, processes, scripts and business processes.
4. Assist in the planning, design, development, of new applications and enhancements to existing applications.
5. Meet with decision makers, systems owners, and end users to define business requirements and systems goals, and identify and resolve business systems issues.
6. Review and analyze the effectiveness and efficiency of existing systems and develop strategies for improving or further leveraging these systems.
7. Assist in the deployment of new applications and enhancements to existing applications.
8. Coordinate and perform in-depth tests, including end-user reviews, for modified and new systems.
9. Ensure adherence to good safety standards.
10. Meet and deal effectively with staff members, administrators and other contact persons using tact and good judgment.
11. Exhibit interpersonal skills to work as an effective team member.

12. Model and maintain high ethical standards.
13. Represent the district in a positive and professional manner.
14. Demonstrate initiative in the performance of assigned responsibilities.
15. Respond to inquiries and concerns in a timely manner.
16. Communicate effectively with staff, administration and vendors.
17. Keep supervisor informed of potential problems or unusual events.
18. Follow federal and state laws as well as school board policies, rules and regulations.
19. Demonstrate support for the school district and its goals and objectives.
20. Prepare all required reports and maintain all appropriate records.
21. Participate successfully in the training programs offered to increase skill and proficiency related to assignment.
22. Review current developments, literature and technical sources of information related to job responsibility.
23. As technology systems evolve duties, responsibilities, and activities may change and new ones may be assigned at any time.

PHYSICAL REQUIREMENTS:
Light Work: Exerting up to 20 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects

TERMS OF EMPLOYMENT:
Salary and benefits shall be paid consistent with the District's approved compensation plan. Length of the work year and hours of employment shall be those established by the District.

Board approved:
04/21/1987

Revised:
07/08/2002
05/14/2007
06/12/2018
09/22/2020
06/13/2023

SALARY SCHEDULE: SAMP
PAY GRADE: D11
SHORT TITLE: SUP026
STATE JOB CODE: 82020

AGENDA ITEM NO. 11.40

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

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

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

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

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
OOF Content BM 6.13.2023
OOF ESOL BM 6.13.2023

OOF Content BM 6.13.2023				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Date (1)**
Frech,Aaron	Sugg Middle School	Tchr, Social Studies, MS	Elementary Education K-6	6/30/2018
Mercado,Giovanna	Daughtrey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	7/13/2018
Williams,Tara	Braden River Middle School	Tchr, VE	Social Science 6-12	9/5/2018
Henderson,Deanna	Jain Middle School	Tchr, Science, MS	Social Science 6-12	9/5/2018
Koci,Stanley William	Bayshore Elementary School	Specialist, Student Support	Middle Grades General Science 5-9	5/31/2019
Greene,Nailah D.	Bayshore Elementary School	Tchr, First Grade	Elementary Education K-6	5/31/2019
Silva,John L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Rivers,Santiego M.	Lincoln Memorial Middle School	Tchr, Dropout Prevention, MS	Exceptional Student Education K-12	5/31/2019
Bigler,Cynthia L.	Bayshore High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2019
Fearon,Victoria A.	Palm View K-8 School	Tchr, Language Arts, MS	Elementary Education K-6	5/31/2019
King,Christopher T.	Haile Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	10/3/2019
Turi,Amanda N.	Palm View K-8 School	Tchr, VE	Elementary Education K-6	10/3/2019
Yueng-Nieves,Kathryn Paula	Freedom Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	10/5/2019
Strom,Cary R	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	English 6-12	10/7/2019
Williams,Roshun N.	Lee Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/12/2019
Garrity,Patrick	King Middle School	Tchr, Dropout Prevention, MS	Business Education 6-12	10/15/2019
Woughter,Cari	Manatee Elementary School	Tchr, Fifth Grade	PreKindergarten Disabilities Endorsement	10/19/2019
Cruz,Marilyn	Mills Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	11/5/2019
Wines,Marcia W.	Southeast High School	Tchr, Language Arts, HS	English 6-12	12/12/2019
Clark,Christy	Adult Career and Tech Educ	Tchr-Spcl Assgn,Basic Instruct	Engineering and Technology Education	1/8/2020
Dehetre,Kimberly A.	Braden River High School	Tchr, Science, HS	Earth-Space Science 6-12	2/1/2020
Durocher,Christy A.	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Exceptional Student Education K-12	2/14/2020
VanCleave,Kristen F.	Samoset Elementary School	Counselor ES	Elementary Education K-6	2/15/2020
Caravan,Roxane	Lakewood Ranch High School	Tchr, Drama, HS	Art K-12	3/4/2020
Martin,Roderick	Palmetto High School	Tchr, Mathematics, HS	Mathematics 6-12	3/5/2020
Steinberg,Brittney S	Bayshore Elementary School	Tchr, Kindergarten	Autism Endorsement Year 1	5/1/2020
Mainer,Angela K	Buffalo Creek Middle School	Tchr, Business Technology	Elementary Education K-6	5/1/2020
Bailey,Beth	ESE	Tchr, Hearing Impaired	Elementary Education K-6	5/1/2020
Balsai,Gina Maria	Samoset Elementary School	Tchr, First Grade	PreKindergarten Disabilities Endorsement	5/30/2020
Huffman,Julia Marie	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2020
Reynolds,Jennifer L.	Manatee High School	Tchr, Science, HS	Gifted Endorsement Class 1	5/31/2020
Goodyear,Calaina R	Sugg Middle School	Tchr, Social Studies, MS	Exceptional Student Education K-12	5/31/2020
Rodgers,Susan D.	Sugg Middle School	Tchr, Reading, MS	Middle Grades English 5-9	6/10/2020
Timmons,Brett W.	Southeast High School	Tchr, Other Classroom	English 6-12	9/18/2020
Koehlinger,Melissa A.	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/3/2020
Bishop,Meghan Kathleen	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	10/7/2020
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
Mauk,Kyle	Tillman Elementary School	Tchr, Physical Educ, ES	Elementary Education K-6	12/2/2020
Maddox,Annette S.	Rogers Garden-Bullock ES	Tchr, Intellctual Disabilities	Elementary Education K-6	2/6/2006
Henry,Louis Gerol	Lakewood Ranch High School	Tchr, World Language, HS	Middle Grades Mathematics 5-9	1/3/2021
Van Zandt,Mary Beth	Tara Elementary School	Tchr, VE	Elementary Education K-6	1/6/2021
Highley,Tamara J.	Access to Education	Tchr, Exceptional Student Educ	Elementary Education K-6	2/7/2021
Brust,Doris	Lincoln Memorial Middle School	Tchr, Intellctual Disabilities	Art K-12	2/7/2021
Culton,Christopher D.	Parrish Community High School	Tchr, Physical Educ, HS	Biology 6-12	3/4/2021
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
Neathery,Michele E.	Bayshore High School	Tchr, Reading, HS	English 6-12	5/31/2021
Pippin,Tami Lynn	Palm View K-8 School	Tchr, VE	Autism Endorsement Year 1	5/31/2021
Routhier,Charles F.	Bayshore High School	Tchr, Business Technology	Business Education 6-12	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
Vonseggern,Byron	Haile Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2021
Ngo,Jacqueline L	Johnson K-8 Sch of Int Studies	Tchr, First Grade	World Language – Spanish K-12	5/31/2021
Galati,Natasha	King Middle School	Tchr, Autism Spectrum Disorder	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, Emotion/Behavr Disabil	Art K-12	5/31/2021
Roth,Trisha L.	Mills Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2021
Molchany,Megan E	Nolan Middle School	Tchr, Autism Spectrum Disorder	Middle Grades English 5-9	5/31/2021
Nicot,Gloria	Nolan Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	5/31/2021

Mullins,Robert	Palm View K-8 School	Tchr, Technology	Engineering and Technology Education	5/31/2021
McIntosh,Maria Gabriela- Ramirez	Palma Sola Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2021
Sutton,Sierra K.	Palmetto Elementary School	Tchr, Fourth Grade	Exceptional Student Education K-12	5/31/2021
Greene,Caitlyn J	Parrish Community High School	Tchr, Agriculture/Nat Resrcs	Middle Grades General Science 5-9	5/31/2021
Patalano,Hailey Paige	Parrish Community High School	Tchr, Art, HS	Drama 6-12	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, Mathematics, HS	Mathematics 6-12	5/31/2021
Hair,Robbin J.	Samoset Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2020
Swinkels,Katherine	Southeast High School	Tchr, Science, HS	Middle Grades General Science 5-9	5/31/2021
Pellicone,Jessica	Samoset Elementary School	Tchr, Art, ES	Art K-12	10/20/2021
Pope,Eleanor S.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Martinez,Stephanie Lynn	Willis Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	5/31/2021
Cobb,Sylvia A.	Buffalo Creek Middle School	Tchr, Intellctual Disabilities	Elementary Education K-6	9/10/2021
Forero,Emily T	Gullett Elementary School	Tchr, Second Grade	Elementary Education K-6	9/22/2021
Pollack Servoss,Fay K.	Rogers Garden-Bullock ES	Librarian / Media Spclst, ES	Middle Grades General Science 5-9	9/24/2021
Boardman,Kerri	Braden River Elementary School	Tchr, VE/SC	Elementary Education K-6	9/27/2021
Callihan,Amanda Lynn	Jain Middle School	Counselor MS	Middle Grades English 5-9	9/30/2021
Mezzina,Sabrina Lisa	King Middle School	Tchr, VE	Elementary Education K-6	10/1/2021
Matyasi,Matthew	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	Middle Grades General Science 5-9	10/2/2021
Wilson,Lynndsey	Sugg Middle School	Tchr, VE	Middle Grades English 5-9	10/3/2021
Miller,Angela Glenda	Tillman Elementary School	Tchr, VE	Autism Endorsement Year 1	10/5/2021
Motlow-Newhall,Melanie G.	Blackburn Elementary School	Tchr, Intellctual Disabilities	Elementary Education K-6	10/8/2021
Wallace,Wayne H.	Buffalo Creek Middle School	Tchr, Dropout Prevention, MS	Middle Grades English 5-9	10/8/2021
Miller,Akilla L.	Manatee High School	Tchr, Science, HS	Biology 6-12	10/8/2021
Searls,Darvin L.	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Exceptional Student Education K-12	10/8/2021
Butcher,John S.	Sugg Middle School	Tchr, ESOL Resource	Middle Grades English 5-9	10/8/2021
Corbett,Brooke E.	Palmetto High School	Tchr, Other Classroom	World Language – Spanish K-12	10/11/2021
Day,Christina Lynn	Braden River Middle School	Tchr, Emotion/Behavr Disabil	Middle Grades Mathematics 5-9	10/16/2021
Siegel,Kristin M.	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	10/19/2021
Ortiz,Joan P.	Nolan Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	10/21/2021
Van Serke,Kelly D.	Buffalo Creek Middle School	Spec, Media, MS	Engineering and Technology Education	10/28/2021
Russell,Jessica M	Jain Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	10/30/2021
Emerick,Hannah	Sugg Middle School	Tchr, Language Arts, MS	English 6-12	1/12/2022
Hammer,Lisa	Bayshore Elementary School	Tchr, First Grade	Educational Media Specialist PK-12	1/10/2022
Westendorf,Michelle S.	Miller Elementary School	Tchr, First Grade	Exceptional Student Education K-12	1/11/2022
Childers,Kelly L.	Bayshore High School	Tchr, VE	Art K-12	1/21/2022
Storm,Megan	Lakewood Ranch High School	Tchr, Intellctual Disabilities	Elementary Education K-6	2/12/2022
Aguado,Sarah Elizabeth	Moody Elementary School	Tchr, VE/SC	Elementary Education K-6	5/31/2021
Kennedy,Ryan M.	Parrish Community High School	Tchr, VE	English 6-12	2/12/2022
Cobb,Jennifer L.	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	5/30/2019
Hodge,Doni E.	Daughtrey Elementary School	Specialist, Student Support	Educational Media Specialist PK-12	5/1/2022
Artis,Heather E.	Abel Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2022
Rogers,Kharma	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
Walton,Ronald J.	Blackburn Elementary School	Tchr, Second Grade	Elementary Education K-6	5/31/2022
Dowling,Jennifer	Braden River Middle School	Tchr, Mathematics, MS	Elementary Education K-6	5/31/2022
Lamaitis,Erin	Braden River Middle School	Spec, Media, MS	Educational Media Specialist PK-12	5/31/2022
Geldmaker,Stephanie	Freedom Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Vasiliou,Gina	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Shaffer,Amy C.	Abel Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Wright,Kimberly	Horizons Academy	Tchr, Resource	Mathematics 6-12	5/31/2022
Baity,Reggie	Johnson K-8 Sch of Int Studies	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/31/2022
Luther,Latece R.	Lincoln Memorial Middle School	Tchr, Physical Educ, MS	Exceptional Student Education K-12	5/31/2022
Torchia,Whitney G.	Mills Elementary School	Tchr, Pre-K Handicapped	Autism Endorsement Year 1	5/31/2022
Brod,Leah Bea	Oneco Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2022
Webb,James H	Palmetto High School	Tchr, Social Studies, 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
Benjoud,Omar	Southeast High School	Tchr, VE	Exceptional Student Education K-12	5/31/2022
Darland,Deborah G	Southeast High School	Tchr, VE	Elementary Education K-6	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

John,Melissa K.	Williams Elementary School	Tchr, Second Grade	Exceptional Student Education K-12	5/31/2022
Uhlinger,Chad C.	Braden River Middle School	Tchr, Mathematics, MS	Mathematics 6-12	9/23/2021
Morris,Barbara	Horizons Academy	Tchr, Social Studies, HS	Exceptional Student Education K-12	6/30/2022
Phillips,Dianne J.	Williams Elementary School	Tchr, Pre-K Handicapped	Elementary Education K-6	8/1/2022
Shreve,Heather	Rogers Garden-Bullock ES	Tchr, Physical Educ, ES	Elementary Education K-6	9/13/2022
Dorman,Brianne	Sea Breeze Elementary School	Tchr, First Grade	Exceptional Student Education K-12	9/15/2022
Dickens,Heather Jean	Bashaw Elementary School	Tchr, Fifth Grade	PreKindergarten/Primary Education PK-3	9/30/2022
Dillahay,Olivia J.	Tara Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	3/1/2020
Wright,Rebecca B	Buffalo Creek Middle School	Tchr, Physical Educ, MS	Physical Education K-12	9/30/2022
Bailey,Michael C.	Braden River High School	Tchr, Emotion/Behavr Disabil	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
Boyd,Stephanie	Jain Middle School	Tchr, Social Studies, MS	Middle Grades English 5-9	10/5/2022
Murphy,Jack R	Buffalo Creek Middle School	Tchr, Social Studies, MS	Social Science 6-12	10/7/2022
Sabo,Benjamin Thomas	Johnson K-8 Sch of Int Studies	Tchr, Technology	Engineering and Technology Education	10/11/2022
Suchy,Michael Joseph	Manatee High School	Tchr, Physical Educ, HS	Physical Education K-12	10/12/2022
Soudijn,Cheryl A.	Johnson K-8 Sch of Int Studies	Tchr, Pre-K Integrated	Exceptional Student Education K-12	5/31/2021
Gundersheimer,Lee A	Southeast High School	Tchr, VE	Exceptional Student Education K-12	10/12/2022
Krell,Samantha	Lakewood Ranch High School	Tchr, Language Arts, HS	Social Science 6-12	10/21/2022
Klaput,Joseph	Haile Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	5/31/2021
Wilkes,Bernard	Lakewood Ranch High School	Tchr, Social Studies, HS	Social Science 6-12	10/21/2022
Franklin,Katrina N.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	11/1/2022
Nueva,Abigail Salazar	Miller Elementary School	Tchr, VE/SC	Elementary Education K-6	11/21/2022
Washington,Paula	Manatee Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	11/23/2022
Gardner,Kelly Sanford	Lakewood Ranch High School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2021
Diss,Amy	Braden River Middle School	Tchr, Family & Cnsumr Sciences	Middle Grades Mathematics 5-9	11/29/2022
Bugg,Andrew	Sable Acad Behavioral Learning	Tchr, VE	Elementary Education K-6	11/29/2022
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
Freeman,Brea Dishawn	Lee Middle School	Tchr, Autism Spectrum Disorder	PreKindergarten/Primary Education PK-3	1/4/2023
Anderson,Deondrick	Sable Acad Behavioral Learning	Tchr, Exceptional Student Educ	Elementary Education K-6	1/9/2023
Garner,Alex Galen	Palmetto High School	Tchr, Technology	Mathematics 6-12	1/10/2023
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
Byrd,Angelik M	Horizons Academy	Tchr, VE	Elementary Education K-6	2/9/2023
Buchek,Tiffany Brea	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	2/28/2023
Howard,Joshua	Parrish Community High School	Tchr, Language Arts, HS	English 6-12	5/30/2023
Gobbo,Gabriella M	Abel Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2023
Coberly,Wendy	Bashaw Elementary School	Tchr, Pre-K Integrated	PreKindergarten/Primary Education PK-3	5/31/2023
Frank,Anna	Blackburn Elementary School	Tchr, VE	Elementary Education K-6	5/31/2023
Bomar,Brittani J.	Kinnan Elementary School	Tchr, Fifth Grade	Exceptional Student Education K-12	5/31/2021
Dejneka,Ulyana Bushnell	Braden River High School	Tchr, Art, HS	Art K-12	5/31/2023
Mendez,Jessica	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2023
Reeves,Zachary	Braden River High School	Tchr, Intellctual Disabilities	Exceptional Student Education K-12	5/31/2023
James,Kaitlyn	Daughtrey Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Bock,Jessie Rey	Gullett Elementary School	Tchr, Kindergarten	Elementary Education K-6	5/31/2023
Beebe,Patricia	Jain Middle School	Tchr, Science, MS	Exceptional Student Education K-12	5/31/2023
Collier,Robert	Lakewood Ranch High School	Tchr, Technology	Engineering and Technology Education	5/31/2023
Daly,Stefania D.	Lee Middle School	Tchr, Business Technology	Business Education 6-12	5/31/2023
Ferrell,Savannah Elaine	Lee Middle School	Tchr, Reading, MS	Readinbg K-12	5/31/2023
Chacon,Anna	Manatee Elementary School	Tchr, Pre-K	PreKindergarten/Primary Education PK-3	5/31/2023
Bock,Michael	Braden River High School	Tchr, Mathematics, HS	Mathematics 6-12	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
Jackman,Jeremy	Manatee Elementary School	Tchr, Fifth Grade	Elementary Education K-6	5/31/2023
Negroni,Ivette	Manatee Elementary School	Tchr, Pre-K Handicapped	Exceptional Student Education K-12	5/31/2023
Grant,Kimberly A.	Moody Elementary School	Tchr, Music, ES	Music K-12	5/31/2023
Keen,Christine N.	Myakka Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Fishman,Farrah	Oneco Elementary School	Tchr, Third Grade	Elementary Education K-6	5/31/2023
Solano,Gabriella Renee	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	5/31/2023
Thill,Katherine Lynne	Freedom Elementary School	Tchr, Fourth Grade	Elementary Education K-6	3/2/2019
Campos,Brittnee	Palm View K-8 School	Tchr, Fourth Grade	Elementary Education K-6	5/31/2023
Zachary,Cassidy	Freedom Elementary School	Tchr, VE	Exceptional Student Education K-12	5/31/2020
DiStefano,Anthony	Palm View K-8 School	Tchr, Science, MS	Middle Grades General Science 5-9	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, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2023
Deppen,Julie	Willis Elementary School	Tchr, Third Grade	Middle Grades English 5-9	5/31/2019
Hrubes,Jill	Palmetto Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Narvaez,Cristina	Palmetto Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	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
Clark,Cayla Denise	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Zuluaga,Diana	Rogers Garden-Bullock ES	Tchr, Second Grade	Elementary Education K-6	5/31/2023
Collins,Alison	Sea Breeze Elementary School	Tchr, Pre-K Handicapped	PreKindergarten/Primary Education PK-3	5/31/2023
Trefil,Elsa D.	Williams Elementary School	Tchr, VE	Elementary Education K-6	10/12/2019
Davis,Michael R	Southeast High School	Tchr, Reading, HS	Readinbg K-12	5/31/2023
Epstein,Nancy	Southeast High School	Tchr, Reading, HS	Readinbg K-12	5/31/2023
Ehresmann-Dryer,Gail	Stewart Elementary School	Tchr, Emotion/Behavr Disabil	Elementary Education K-6	5/31/2023
Johnson,Amy B.	Bayshore Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	9/18/2023
Leonard,Angela C.	Buffalo Creek Middle School	Tchr, Gifted	Gifted Endorsement Class 1	5/31/2019
Robinson,Tamya	Lincoln Memorial Middle School	Tchr, Technology	Engineering and Technology Education	9/26/2023
Dykes,Corinne D	Horizons Academy	Tchr, VE	Art K-12	10/2/2023
Lejarzar,Gary Wayne	Tillman Elementary School	Tchr, Fifth Grade	Elementary Education K-6	10/4/2023
Wolter,Timothy J	King Middle School	Tchr, Technology	Engineering and Technology Education	10/8/2023
Weingold,Kevin	Buffalo Creek Middle School	Tchr, VE/SC	Exceptional Student Education K-12	10/7/2022
Fenton,Michelle S. Cogswell	Harvey Elementary School	Tchr, VE/SC	Exceptional Student Education K-12	10/14/2023
McGill,Kasey	Parrish Community High School	Tchr, VE	Exceptional Student Education K-12	10/16/2023
Woellmer,Brittney T	Oneco Elementary School	Tchr, First Grade	Elementary Education K-6	10/17/2023
Riggio,Joseph M	Johnson K-8 Sch of Int Studies	Tchr, Fifth Grade	Elementary Education K-6	10/22/2023
Davies,Jenna Elizabeth	Parrish Community High School	Tchr, Other Classroom	Biology 6-12	5/31/2019
Disney,Jessica Lee	Palma Sola Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	10/22/2023
Horwitz,Chad	Horizons Academy	Tchr, Dropout Prevention, HS	Middle Grades General Science 5-9	10/30/2023
Miller,Craig Louis	King Middle School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	11/28/2023
Ralston,Emily	Lincoln Memorial Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	11/28/2023
Price,Kavious D	Manatee High School	Tchr, VE	Exceptional Student Education K-12	11/28/2023
Masterson,Teresa A	McNeal Elementary School	Tchr, Pre-K Handicapped	PreKindergarten Disabilities Endorsement	11/28/2023
Broom,Sara Anne	Prine Elementary School	Tchr, Combination, ES Grds	Elementary Education K-6	12/21/2023
Franco Rengifo,Valentina	Bashaw Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/8/2024
Milhaven,James	Bashaw Elementary School	Tchr, Fifth Grade	Elementary Education K-6	1/9/2024
Thompson,Sherryce	Blackburn Elementary School	Tchr, First Grade	Elementary Education K-6	1/9/2024
Giustino,Alicia M	Kinnan Elementary School	Tchr, VE/SC	Elementary Education K-6	1/9/2024
Pavon,Ana Gabriela	Williams Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	1/17/2024
Baucom,Ellen	Harvey Elementary School	Tchr, Autism Spectrum Disorder	Autism Endorsement Year 1	5/31/2022
Carpenter,Ashley Shea	Harvey Elementary School	Tchr, Kindergarten	PreKindergarten/Primary Education PK-3	5/31/2021
McNear,Koral	Tillman Elementary School	Tchr, Second Grade	Elementary Education K-6	1/22/2024
Redden,Melanie J.	Harvey Elementary School	Librarian / Media Spclst, ES	Educational Media Specialist PK-12	5/31/2023
Mihalik,Donald Lee	Lakewood Ranch High School	Tchr, Language Arts, HS	English 6-12	1/24/2024
Altes,Amanda Jade	Moody Elementary School	Tchr, Fourth Grade	Elementary Education K-6	1/24/2024
Bruton,Erica L.	Lincoln Memorial Middle School	Spec, Media, MS	Educational Media Specialist PK-12	5/31/2023
Lovin,Tara Williams	Daughtrey Elementary School	Tchr, VE/SC	Elementary Education K-6	2/1/2024
Braendel,Patricia C	Prine Elementary School	Tchr, VE/SC	Elementary Education K-6	2/5/2024
Hunter,Stephanie	Bashaw Elementary School	Tchr, VE/SC	Elementary Education K-6	2/6/2024
Fernandez,Lesly	Buffalo Creek Middle School	Tchr, Science, MS	Middle Grades General Science 5-9	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
Armer,Harry	King Middle School	Tchr, Mathematics, MS	Middle Grades Mathematics 5-9	2/8/2024
Hirshman,Emily	Horizons Academy	Tchr, ESE, Department Chair	English 6-12	2/9/2024
Whittaker,Teresa M.	Horizons Academy	Tchr, Culinary Arts	Art K-12	2/9/2024
Clark,Robert Dylan	Parrish Community High School	Tchr, VE	Visually Impaired K-12	2/22/2024
Goodhue,Susan	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	3/21/2024
Pena,Alexandra	Braden River Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2024
Smith,Carleen M.	Manatee Elementary School	Tchr, Third Grade	Elementary Education K-6	9/22/2024
Taylor,Madison	Kinnan Elementary School	Tchr, Kindergarten	Elementary Education K-6	10/1/2024
Hunter,Hannah	Willis Elementary School	Tchr, Autism Spectrum Disorder	Elementary Education K-6	5/31/2025

OOF ESOL BM 6.13.2023				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Date (1)**
Walker,Dawn C.	District Expenditures	Tchr, Language Arts, HS	ESOL End. Class 1	7/1/2004
Cardozo,Chelsea A.	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Aadson,Tatyana B.	Manatee High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2007
Cruz De Diego,Maria Jesus	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Assha,Paola	Buffalo Creek Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2012
Delgado Vazquez,Mirla	Daughtrey Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2015
Hardin,Kerri Nicole	Ballard Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Pond,Kelli	Ballard Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Baty,Jennifer W.	ESE	Pathologist, Speech & Language	ESOL End. Class 1	8/1/2016
Urban,Tiffany Anne	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Werneke,Teresa Lynn	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Velez,Arlene	Kinnan Elementary School	Specialist, Student Support	ESOL End. Class 3	8/1/2017
Adams,Mariah	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Harvin-Peterson,Susan	Lincoln Memorial Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2018
Ramos Chesnik,Claudia Marija	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Fruchey,Samantha	Bayshore Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2018
Keogh,Joseph R	Bayshore Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2016
Mckenzie,Stephanie Kay	Bayshore Elementary School	Tchr, Fourth 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, Kindergarten	ESOL End. Class 1	8/1/2019
Rulhe,Heather Lyn	Bayshore Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Shea,Julie	Gullett Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2019
Wilson,Paige	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Carenza,Kimberly Michelle	Haile Middle School	Tchr, VE	ESOL End. Class 1	8/1/2019
Barquero Diaz,Lillian Esther	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	2/20/2013
Perez Valdez,Ruth Alexandra	King Middle School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Merrill,Kendra	Kinnan Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
De Jesus,Ninotchka	Bayshore High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2019
Erby,Lisa Denise	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2019
Coston,William F	Lincoln Memorial 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
Lentzke,Rose M.	Bayshore High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Melo Espinosa,Saharai	Southeast High School	Tchr, World Language, HS	ESOL End. Class 1	8/1/2019
Galletta,Kimberly C.	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	4/24/2020
Perry,Sarah A.	Bayshore High School	Tchr, VE	ESOL End. Class 3	8/1/2023
Baxter,Maurice R.	Manatee Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2012
Gardini,Elizabeth	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2020
Gump,Tracey K.	Abel Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Moore,Peggy L.	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Brondyke,Sarah J.	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
VanSkiver,Wendy Jeanne	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Givens,Phyllis K.	Manatee Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
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
Page,Anita E	Manatee Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Santiago,Loida	Palmetto High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2020
Alberry,Erika L.	Rogers Garden-Bullock ES	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Anderson,Hunter	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2012
Babroski,Angela C.	Manatee High School	Tchr, Dance, HS	ESOL End. Class 1	8/1/2009
Watts,Ali Nicole	Sea Breeze Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2020
Chmielewski,Brenda K	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2018
Gilbert,William	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2018

Zinzi,Nathan Michael-Adam	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Odell,Keltie B.	Manatee High School	Tchr, Business Technology	ESOL End. Class 1	8/1/2007
Sandberg,Sarah Anna	Manatee High School	Tchr, VE	ESOL End. Class 1	8/1/2020
Thornton,Joshua C.	Bashaw Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 4	10/27/2020
Thomas,Tanya L.	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2021
Walker,Michael F.	Access to Education	Tchr, Exceptional Student Educ	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
Boyd,Malinda A.	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Eidson,Kaehla Jo	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Gould,Allicia	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Holbrook,Colleen V.	Miller Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2013
Rodgers,Laura	Daughtrey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Morris,Amy E.	Miller Elementary School	Tchr, VE	ESOL End. Class 1	10/25/2007
Autrey,Stacy	Freedom Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Neri,Anna Marie	Miller Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2017
Stollar,Megan A	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Lane,Barbara Ann	Freedom Elementary School	Tchr, Pre-K Integrated	ESOL End. Class 1	8/1/2021
Pawlik,Lauren Yasia	Gullett Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Cline,Ka L.	Myakka Elementary School	Tchr, Music, ES	ESOL End. Class 1	8/1/2017
Navarra,Samara	Harvey Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Kingsley,Dana C	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Lund,Ashley Elizabeth	Manatee Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2021
Baker,Matthew	Manatee High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Barringer,Jeanne M	Miller Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Walker,Angela Marie	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Steiner,Kati	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Addair,Caressa J.	Palm View K-8 School	Tchr, VE	ESOL End. Class 1	8/1/2021
Williams,Bradley Matthew	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2021
Gomez Ojeda,Arelys D.	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Dominguez,Olivia	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Schabel,Kaytlynn Marie	Prine Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Holmes,Harold	Oneco Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2016
Jones,Kimberly Ann	Oneco Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Kelly,Debra Ann	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Krakowski,Michelle M.	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Haacke,Karen	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Thomas,Katrina Ellen	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2021
Mitchell,Raven Aisha	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Cartwright,Elizabeth G.	Southeast High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2021
Myers,William C.	Tillman Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2021
Boone,Jennie Elizabeth	Witt Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Brooks,Josiah	Witt Elementary School	Tchr, Music, ES	ESOL End. Class 3	8/1/2021
Slattery,Jennifer Lynn	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2021
Lavigne,Jamie	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Garber,Valerie Janelle	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Smith,Christina Dee	Bayshore Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2022
Vicens,Sarah Lyn	Oneco Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2022
Fairley,Johni	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Bixler,Kathleen A.	Rogers Garden-Bullock ES	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Lockhart,Megan Ann	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Morales-Correa,Meagan	Bayshore High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Bratton,Kamille J	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
English,Cristen M.	Rogers Garden-Bullock ES	Specialist, Student Support	ESOL End. Class 1	8/1/2016
Lubbers,Jess William	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022

Heasley,Cherie Michelle	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Bryant,Andre L.	Braden River Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2022
Townsend,Emily B.	Rogers Garden-Bullock ES	Tchr, Autism Spectrum Disorder	ESOL End. Class 4	2/20/2020
Collins,Jessica	Buffalo Creek Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2022
Walker,Kaylee	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Hajduk,Michelle	Daughtrey Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Ramon,Samantha	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Thompson,Monique	Freedom Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Gallien,Sabrina	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2022
Gleason,Katie L	Palm View K-8 School	Tchr, First Grade	ESOL End. Class 1	12/14/2015
Severo,Pamela	Palm View K-8 School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Gomes,Lisa	Kinnan Elementary School	Tchr, Fifth 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
O'Brien,Susan	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2022
Schmitz,Lucas Mark	Palma Sola Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2020
Smith,Olivia Nicole	Palma Sola Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2020
Alvarado,Olga C	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Guzman Colon,Wenik	Lee Middle School	Tchr, World Language, MS	ESOL End. Class 1	8/1/2022
Miller,Melanie A.	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Nickerson,Susan Victoria	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	2/11/2012
Ortega,Tabitha	Palmetto Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2021
Tschiember,Darlene	Palmetto Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Best,Rebecca	Palmetto High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
D'Urso,Maureen F	Palmetto High School	Tchr, VE	ESOL End. Class 1	4/19/2011
Douglas,Kelli D.	Palmetto High School	Tchr, Mathematics, HS	ESOL End. Class 1	8/1/2012
Campbell,Patricia A.	McNeal Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2022
Tillett,Julie D.	Palmetto High School	Tchr, Agriculture/Nat Resrcs	ESOL End. Class 1	6/1/2001
Bagley,Katie E	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Angstadt,Sandy	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Highers,Jamie S.	Miller Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Murphy,Bonnie H	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Graczyk,Alycia Dawn	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2019
Childress,Ashley N	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Austin,Taylor Nicole	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Hennessy-Seguin,Megan	Myakka Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2022
Weems,Kristen Marie	Myakka Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Lima,Fernanda	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Griffon,Joy L.	Oneco Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2022
Deans,Sara S	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Murphy,Matthew	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Pinckney,Lesley Dione	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Sasso,Kristina	Prine Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Walter,Maddison Claire	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Wagstaff,Michele Lynn	Prine Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2019
Balatoni,Albana	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2018
Collins,Asia Marie	Tillman Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2022
Jimenez,Katty	Tillman Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2022
Gallegos,Tiffany Jade	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Tackett,Laura Katherine	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2022
Darnell,Amanda Nicole	Abel Elementary School	Tchr, Third 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, Kindergarten	ESOL End. Class 1	8/1/2023
Beck,Karen A.	Bayshore Elementary School	Tchr, Reading, ES	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

Chanelo Rodriguez,Edith Rocio	Blackburn Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Bono,Noelle	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Reed,Melissa J	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Messer,Kathleen	Braden River Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Schroeder,Claire Anna	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2021
Tucker,Janele Catherine	Daughtrey Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2020
Buechner,Danielle	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Ventling,Olivia C.	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Babakarkhil,Sakhi	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2021
Candelora Baker,Nicole Emily	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	7/1/2020
Daspit,Katie Lyn	Samoset Elementary School	Tchr, Other Classroom	ESOL End. Class 1	8/1/2022
Tympanick,Katherine	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Jaimes,Maria D.	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Kilguss,Sarah E	Freedom Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
McGoldrick,Alyssa	Samoset Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Milazzo,Lauren	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Salem Tomaselli,Sarah Elizabeth D	Samoset Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2020
Sneed,Nicole Elizabeth	Samoset Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Olsen,Kaitlynn M	Gullett Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Riffle,Jennifer Lynn	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Williams,Jarrett Dean	Gullett Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Bizek,Sara B.	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2013
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
Arsalai,Sadaf M	Jain Middle School	Tchr, Language Arts, MS	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
Norman-Webb,Michelle	Southeast High School	Tchr, Music, HS	ESOL End. Class 1	1/19/2011
LaBrake,Makenzie Ann	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Sweetland,Emilee R.	Southeast High School	Reading Coach, HS	ESOL End. Class 1	5/8/2001
Torregrosa,Chelsea M	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Madigan,Patrick Kyle	Johnson K-8 Sch of Int Studies	Tchr, Language Arts, MS	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
Cullen,Alexis	Kinnan Elementary School	Tchr, Third 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
Mynatt,Jessica	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2023
Mason,Debra	Tillman Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2014
Bernal,Laura Sofia	Manatee Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2023
Ruiz,Justin	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2020
Baranowski,Kimberly	Blackburn Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2017
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
Clark,Julie L	Blackburn Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Garcia,Frances	Blackburn Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Haun,Sarah Elizabeth	Blackburn Elementary School	Tchr, Reading, ES	ESOL End. Class 1	8/1/2020
Scott-Atbashian,Larissa S.	Blackburn Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2017
Meyer,Mary K	Manatee High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Frederick,Donna	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2021
Cole,Emily Jean	McNeal Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Jackson,Brandi L.	Sugg Middle School	Tchr, Mathematics, MS	ESOL End. Class 1	8/1/2021
Flesche,Kathryn L.	McNeal Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Post,Kristy	Sugg Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2020
Russ,Carrie N.	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Kammou,Hadda	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023

BURKHART,BRITTNEY S.	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2020
Kolomiychenko,Vyacheslav	Moody Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2023
Byrne,Adrianna Marie	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Ferreira,Rebecca A	Moody Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2020
Hale,Anne	Moody Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2020
Jett,Sarah E	Moody Elementary School	Specialist, Student Support	ESOL End. Class 1	8/1/2019
Scirrotto,Ronda S	Moody Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2023
Miller,Jessica Laine	Oneco Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Lyons,Michelle N.	Moody Elementary School	Counselor ES	ESOL End. Class 1	7/1/2013
Petrucci,Laura Ann	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Roche,Rita L	Moody Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Saavedra,Amy Jo	Moody Elementary School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2021
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, Third Grade	ESOL End. Class 1	8/1/2023
Van Dyke,Carolyn Louise	Oneco Elementary School	Tchr, Resource	ESOL End. Class 1	8/1/2023
Bean,Sophie	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
George,Jenna	Palm View K-8 School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Akers,Jennifer Kaye	Parrish Community High School	Tchr, Language Arts, HS	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
Winfield,Meigan W.	King Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2020
Mazelin,Caitlin	Prine Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Burton,Carolyn P.	Rogers Garden-Bullock ES	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2023
Farrell,Sarah P	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Barber,Coleman	Sea Breeze Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Crowley,Alicia	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, Fifth 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,Kenneth Carrington	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Lynch,Sarah M.	Stewart Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	4/26/2006
Chabak,Donna D	Bashaw Elementary School	Tchr, Intellctual Disabilities	ESOL End. Class 1	8/1/2018
Hogue,Rebekah	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2023
Baialardo,Sonny	Stewart Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2023
Hughes,Holley	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Hamilton-Smith,Lookerisha	Sugg Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2023
Feliciano,Sarah	Tillman Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2023
Mcclone,Jillian B.	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	5/8/2016
Moeller,Renee M	Bashaw Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
Morgan,Melissa Elizabeth	Bashaw Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	8/1/2021
Kerchner,Lisa	Tillman Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Light,Michelle B	Williams Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2023
Sawyer,Teri Leah	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Radaszewski,Anthony Peter	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2023
Botros,Carrie	Willis Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2023
Green,Phillip Antonio	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	10/3/2023
Cochran,Elizabeth Mikala	Braden River Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Comegno,Iris Chela	Braden River Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2018
Collado,Evelyn	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	10/4/2023
Lehman,Tracie Leigh	Braden River Elementary School	Tchr, Combination, ES Grds	ESOL End. Class 1	8/1/2021
Nonova,Albena	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	10/4/2023
Walter,Tess	Samoset Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	10/4/2023
Bowers,Ann E.	Braden River Middle School	Tchr, VE	ESOL End. Class 1	8/1/2012
Walters,Molli Martin	Myakka Elementary School	Tchr, Kindergarten	ESOL End. Class 1	1/9/2024

Llamas,Jacqueline	Braden River Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/1/2020
Palmiere,Kelly M.	Braden River Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	5/2/2003
Tinl,Maleah L	Palm View K-8 School	Tchr, Language Arts, MS	ESOL End. Class 1	1/10/2024
Brown,Robin	Bayshore Elementary School	Tchr, Third Grade	ESOL End. Class 1	1/23/2024
Dacosta,Maria H.	Sea Breeze Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	12/6/2000
Li,Stephanie	Sea Breeze Elementary School	Tchr, Second Grade	ESOL End. Class 1	1/24/2024
Hayes,Ellie M.	Sea Breeze Elementary School	Tchr, Resource	ESOL End. Class 1	4/20/2009
Jacox,Brianna A	Abel Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Muniz,Meghan Faith	Abel Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Nelson,Jacquelyn B	Abel Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
McCarron,Aurora Jean	Sea Breeze Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
McKellick,Amber K.	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Crowe,Taylor	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Sartori Amsberry,Phoebe Viola	Sea Breeze Elementary School	Tchr, Music, ES	ESOL End. Class 4	8/1/2021
Cusack,Tracey Boyd	Ballard Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Steiner-Woods,Michelle Nicole	Ballard Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Wylie,Frances C	Ballard Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Anderson,Megan Marie	Tara Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Fallgren,Regina N.	Tara Elementary School	Tchr, Gifted	ESOL End. Class 1	8/1/2020
Wright,Kelly	Tara Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Danko,Olivia	Bashaw Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Ketterman,Jared	Bashaw Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
McClintock,Lyndsie	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
Lyons,Kathleen M.	Johnson K-8 Sch of Int Studies	Tchr, Third Grade	ESOL End. Class 1	7/1/2012
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, First Grade	ESOL End. Class 1	8/1/2024
Murphy,Jennifer A.	Johnson K-8 Sch of Int Studies	Reading Coach, ES	ESOL End. Class 1	6/1/2019
Perkins,Sonja M.	Johnson K-8 Sch of Int Studies	Tchr, Science, MS	ESOL End. Class 1	5/23/1998
Phillips,Erika S.	Johnson K-8 Sch of Int Studies	Tchr, World Language, MS	ESOL End. Class 1	5/30/2004
Case,Denise Kruger	Braden River Elementary School	Tchr, Dual Language, ES	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
Cannon,Angela Marie	Witt Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2017
Seiler,Tracy A.	Witt Elementary School	Tchr, Third Grade	ESOL End. Class 1	5/17/2021
Bickford,Heidemarie	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2021
Berumen-Marquez,Blanca Margari	Daughtrey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Chalmers,Wendi Lynn	Haile Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2019
Cowan,Caroceka Sarica	Daughtrey Elementary School	Tchr, Autism Spectrum Disorder	ESOL End. Class 1	8/1/2024
Lovewell,Chad Jonas	Haile Middle School	Tchr, Reading, MS	ESOL End. Class 1	6/7/2012
Winston,Lora A	Haile Middle School	Tchr, Social Studies, MS	ESOL End. Class 1	8/4/2017
Harris,Jessica Daria	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Gimmi,Alexander	Lakewood Ranch High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2022
Grant,Jennifer M.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	12/14/2015
Haushalter,Dawn M.	Lakewood Ranch High School	Tchr, ESOL Resource	ESOL End. Class 1	8/1/2021
McCray,Juliette L.	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Jeffcoat,Sarah N	Daughtrey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Palkovich,Emily G	Daughtrey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Wikstrom,Kristin J	Lakewood Ranch High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Carroll,Laura B.	Horizons Academy	Tchr, Reading, HS	ESOL End. Class 1	1/1/2017
Miller,Cory D.	Horizons Academy	Tchr, Science, MS	ESOL End. Class 1	6/1/2015
Wolff,Eric M.	Horizons Academy	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Ravn,Rachelle	Daughtrey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024

Bellew,Vanessa Sue	Gullett Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Lopez-Pacheco,Brittaney	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Jandula,Sommer Brooke	Kinnan Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2018
Kanai,Kazuki	Kinnan Elementary School	Tchr, ESOL Resource	ESOL End. Class 1	7/1/2010
Chaney,Mary Elizabeth	Harvey Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Stevens,Samantha Ashley	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2017
Kanz,Lyndsey	Harvey Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Vogt,Samantha Lynn	Kinnan Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Thompson,Melanie	Harvey Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Harshaw,Samantha C	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2021
Hustedt,Linda Marie	Lee Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2019
Luck,Michelle M.	Lee Middle School	Tchr, Science, MS	ESOL End. Class 1	8/1/2019
Evers,Robin M	Johnson K-8 Sch of Int Studies	Tchr, VE	ESOL End. Class 1	8/1/2024
McNary,Amanda L	Johnson K-8 Sch of Int Studies	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Thomas,Sheree A.	Lee Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2018
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
Hart,Vera B.	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2016
Hinton,Renee P.	Braden River High School	Tchr, Language Arts, HS	ESOL End. Class 1	6/24/2005
Cox,Chelsea A	Kinnan Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2024
Wirley,Janel Milagros	Lee Middle School	Tchr, Art, MS	ESOL End. Class 1	8/1/2024
Ralston,Tammy M.	Braden River High School	Tchr, VE	ESOL End. Class 1	1/20/2006
Davis,Andrea	Lincoln Memorial Middle School	Tchr, Emotion/Behavr Disabil	ESOL End. Class 1	8/1/2024
Russin,Laura L.	Braden River High School	Tchr, ESOL Resource	ESOL End. Class 1	8/21/1997
Deligiannis,Maria Mina	Manatee Elementary School	Tchr, Second 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, First Grade	ESOL End. Class 1	8/1/2024
Gibson,Dana D.	McNeal Elementary School	Tchr, Gifted	ESOL End. Class 1	8/1/2018
Gulbrandsen,Angela M.	McNeal Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2019
Ingham,Gwyneth U.	McNeal Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/1/2014
Keenan,Cara G.	McNeal Elementary School	Tchr, VE	ESOL End. Class 1	7/1/2013
Padgett,Nancy A.	McNeal Elementary School	Counselor ES	ESOL End. Class 1	8/1/2012
Peters,Tina M.	McNeal Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2019
Patton-Roark,Bruce Kerry	Manatee Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Baker,Sarah A.	Freedom Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2015
Amanfi,Kwame	Miller Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Boender,Jill J	Miller Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Noll,Adrienne Christine	Freedom Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2018
Peterson,Lisa Ann	Freedom Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2020
Bohannon,Rebeckah N	Miller Elementary School	Tchr, Fourth 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
Schultes,Ashley P	Mills Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2021
Sirota,Leigh M.	Mills Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2018
Smith,Jennifer M.	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2018
Waldrop,Stephanie K.	Mills Elementary School	Tchr, Second Grade	ESOL End. Class 1	7/1/2015
Boswell,Courtney Raye	Willis Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2017
Wade,Victoria	Miller Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Brooks,Lisa	Willis Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2020
Collett,Dana	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Frisbie,Jason E.	Willis Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	8/1/2018
Watkins,Jodi	Miller Elementary School	Reading Coach, ES	ESOL End. Class 1	8/1/2024
Hubley,Jennifer D.	Willis Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2019
Montero,Anicel	Mills Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Batiz,JoAnne	Moody Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024

Smith,Gracyn Paige	Moody Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Violette,David G.	Willis Elementary School	Librarian / Media Spclst, ES	ESOL End. Class 1	7/1/2011
Connolly,Karen M.	Williams Elementary School	Tchr, Pre-K Handicapped	ESOL End. Class 1	8/1/2020
Davis,Ashley E.	Myakka Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024
Hegewisch,Lindsay	Myakka Elementary School	Tchr, Fifth Grade	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, Third Grade	ESOL End. Class 1	8/1/2024
Sullivan,Alexandra	Myakka Elementary School	Tchr, Kindergarten	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, Third Grade	ESOL End. Class 1	8/1/2024
Ruch,Jacquelyn Joy	Oneco Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Santory,Jessica	Oneco Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Anderson,Jessica L	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2022
Taleff,Jessica Marie	Oneco Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Curnutte,Carla	Palm View K-8 School	Tchr, Third Grade	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
Kudelko,David M.	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2016
Durham,Destiny	Palma Sola Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Mccaw,Lauren A.	Gullett Elementary School	Specialist, Student Support	ESOL End. Class 1	6/30/2004
Howard,Kelly	Palmetto Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Blalock,Michael	Parrish Community High School	Tchr, Science, HS	ESOL End. Class 1	8/1/2024
Overby,Molly Greene	Gullett Elementary School	Tchr, Second Grade	ESOL End. Class 1	6/18/1998
Carper,Sydni Ann	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2024
Rambo,Christopher A.	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2014
Charbonneau,Kimberly	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Rueping,Melissa M.	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2016
Rumbaugh,Meghan Leigh	Gullett Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2019
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
Wardell,Amy L.	Gullett Elementary School	Tchr, Physical Educ, ES	ESOL End. Class 1	12/3/2002
Boyle,Lauren Elizabeth	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Dykes,Lindsey	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Kleespie,Anna Lacy	Prine Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Hosker,Jeanne M.	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2019
Kotler,Michelle	Prine Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2024
Riccio,Christine M	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2021
Richardson,Madison L	Buffalo Creek Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	8/1/2022
Lyssy,Connie Campbell	Prine Elementary School	Specialist, Student Support	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
Toso,Claudia Lucia	Rogers Garden-Bullock ES	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Cummins,Anthony C.	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2013
DePatie,Alison Layne	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Viverito,Christin	Rogers Garden-Bullock ES	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Martin,Jaimie Marie	Samoset Elementary School	Tchr, First Grade	ESOL End. Class 1	8/1/2024
Lenard,Rachel	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2021
Nelson,Stacie Lynn	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2017
Powers,Erin	Samoset Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Pena,Olga Tereza	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2017
Hoyden,Melanie	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Small,Tyler P.	Parrish Community High School	Tchr, Reading, HS	ESOL End. Class 1	8/1/2019
Springer,Stephanie	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Stanford,Allyson	Parrish Community High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2020
Madrid,Alexis Rae	Sea Breeze Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Abend,Tristan Louis	Jain Middle School	Tchr, Reading, MS	ESOL End. Class 1	8/1/2022

Anderson,Heather L.	Jain Middle School	Tchr, Language Arts, MS	ESOL End. Class 1	6/12/2014
Guyre,Brendan C	Southeast High School	Tchr, Language Arts, HS	ESOL End. Class 1	8/1/2024
Fluellen-Reitwiesner,Regina F.	Jain Middle School	Tchr, VE	ESOL End. Class 1	12/5/2016
Piscopo,Louis J	Southeast High School	Tchr, Language Arts, HS	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, Reading, MS	ESOL End. Class 1	8/1/2024
Facer,Rebecca	Tillman Elementary School	Tchr, Fourth Grade	ESOL End. Class 1	8/1/2024
Peters,David A.	Harvey Elementary School	Tchr, VE	ESOL End. Class 1	8/1/2020
Phillips,Kristen L.	Harvey Elementary School	Tchr, Kindergarten	ESOL End. Class 1	7/1/2010
Dolan,Savanah	Williams Elementary School	Tchr, Fifth Grade	ESOL End. Class 1	8/1/2024
Hammond,Sarah	Williams Elementary School	Tchr, Third Grade	ESOL End. Class 1	8/1/2024
Kerlin,Rebecca Nichols	Williams Elementary School	Tchr, Second Grade	ESOL End. Class 1	8/1/2024
Marciniak,Danielle Lynn	Williams Elementary School	Tchr, Kindergarten	ESOL End. Class 1	8/1/2024
Cropsey,Mary L.	Lincoln Memorial Middle School	Reading Coach, MS	ESOL End. Class 1	6/19/2006
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
Ajani-Smith,Leonilla	Access to Education	Tchr, Exceptional Student Educ	ESOL End. Class 1	8/1/2015
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, First Grade	ESOL End. Class 1	8/1/2024
Bartlett,Keary Ann	Witt Elementary School	Tchr, VE/SC	ESOL End. Class 1	8/1/2024

OOF Reading BM 6.13.2023				
EMPLOYEE_NAME	**SCHOOL_DESCR**	**JOB_CODE_DESCR**	**OOF Description**	**Date (1)**
Compton,Kathryn Lee	Miller Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2019
Spisak,Stephen E.	Buffalo Creek Middle School	Tchr, Social Studies, MS	Reading Endorsement Class 1	5/31/2021
Mccoy,Vivian	Braden River Middle School	Tchr, Mathematics, MS	Reading Endorsement Class 1	9/21/2021
Wetherson,Mitchell	Bayshore Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Engram,Lisa L.	Manatee Elementary School	Tchr, Resource	Reading Endorsement Class 1	11/1/2021
Lardas,Stephan J.	Manatee Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Sutherland,Angela	Manatee Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Vazquez,Jessica Bolduc	Manatee Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Lindenauer,Lourdes M.	Miller Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Sheehan,Randi Renee	Miller Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Brendel,Bobbi Jo	Oneco Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Gruwell,Lorena Y.	Oneco Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Pollard,Sharran Y.	Oneco Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Reyes,Claudia R	Oneco Elementary School	Tchr, ESOL Resource	Reading Endorsement Class 1	11/1/2021
Miraglia,Ariana	Rogers Garden-Bullock ES	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Phillips,Ashley M.	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
White,Charlie A.	Rogers Garden-Bullock ES	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Leverenz-Pikulski,Debra A.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Newsome,Gwendolyn L.	Palm View K-8 School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Vines,Janet	Palm View K-8 School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Chapelle,Nequita R.	Palma Sola Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Garcia,Rebecca R.	Palma Sola Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Lagasse,Elizabeth L.	Palmetto Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Rosario,Paula S.	Palmetto Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Ujvari,Adrienn	Palmetto Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Weicht,Aaron	Palmetto Elementary School	Specialist, Student Support	Reading Endorsement Class 1	11/1/2021
Babakarkhil,Jessica Rose	Prine Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Crosby,Lauren G.	Prine Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Furman,Jan Cary	Daughtrey Elementary School	Tchr, VE	Reading Endorsement Class 1	11/1/2021
Keller,Erika M.	Daughtrey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Crowley,Susan A.	Samoset Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Denny,Rachel Louise	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Humphrey,Rebecca	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Platt,Dawn Salvitti	Samoset Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Stoddart,Donna	Samoset Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Gray,Donna L	Blackburn Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Matazinski,Lillian N.	Blackburn Elementary School	Specialist, Student Support	Reading Endorsement Class 1	11/1/2021
Bertsch,Alison H.	Braden River Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Cappiello,Xiomara	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Earnest,Megan E.	Braden River Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Kil,Wendy Marie	Braden River Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Walker,Amber B.	Braden River Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Berg,Shana M.	Johnson K-8 Sch of Int Studies	Coordinator	Reading Endorsement Class 1	11/1/2021
Kerwin,Sandra	Johnson K-8 Sch of Int Studies	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Murphy,Judy	Johnson K-8 Sch of Int Studies	Tchr, First Grade	Reading Endorsement Class 2	11/1/2021
Brack,Elizabeth K.	Witt Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Bulfin,Cheryl A.	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Burke,Catherine A.	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Cadle,Mryia Ann	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Houston,Amanda J.	Witt Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Spence,Lesley S.	Witt Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Trivedi,Palak	Witt Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Wilder,Kim A.	Witt Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Hixson,Yovary E.	Kinnan Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Peebles,Elizabeth A.	Kinnan Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Berninger,Andrea M.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Bertrand,Amanda Louise	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Chapman,Kristen E.	McNeal Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Dubendorf,Michelle	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021

Freeman,Stacy D.	McNeal Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Germer,Jeannine M.	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Gregory,Sara L.	McNeal Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Hughes,Angela L.	McNeal Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Laport,Lisa J.	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Samson,Jodi N.	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Smith,Elizabeth A.	McNeal Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Swartling,Melinda C.	McNeal Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Carson,Ashley	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Engelberger,Kristie M.	Freedom Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Galbraith,Jessica N.	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Kiker,Kari L.	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Rogers,Christina S.	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Sanborn,Kelli B.	Freedom Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Watts,Ruth A.	Freedom Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Wilson,Ariane A.	Freedom Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Wilson,Eugena C.	Freedom Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Andersen,Leslie S.	Mills Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Rodgers,Suzanne R.	Mills Elementary School	Specialist, Student Support	Reading Endorsement Class 1	11/1/2021
Byrne,Karin D.	Gullett Elementary School	Tchr, Fifth Grade	Reading Endorsement Class 1	11/1/2021
Enrique,Samantha Ann	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Gil,Katherine Anne	Gullett Elementary School	Tchr, Kindergarten	Reading Endorsement Class 1	11/1/2021
Harp,Sarah E.	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Holloway,Jackie L.	Gullett Elementary School	Tchr, First Grade	Reading Endorsement Class 1	11/1/2021
Lewis,Jenna M.	Gullett Elementary School	Tchr, Fourth Grade	Reading Endorsement Class 1	11/1/2021
Mcdaniel,Rebecca A.	Gullett Elementary School	Tchr, Gifted	Reading Endorsement Class 1	11/1/2021
Miller,Ashlee	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Peterson,Hope Elizabeth	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Turner,Rhonda W.	Gullett Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021
Whitfield,Kelli L.	Gullett Elementary School	Tchr, Second Grade	Reading Endorsement Class 1	11/1/2021
Rzepa,Michele L.	Harvey Elementary School	Tchr, Third Grade	Reading Endorsement Class 1	11/1/2021

AGENDA ITEM NO. 11.41

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

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

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

The personnel recommended for appointments for the 2022-2023 and 2023-2024 school years have been interviewed by members of the administrative staff and have applications with favorable references on file in the Human Resources Department.

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

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

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

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

Financial Impact
There is no financial impact.

Contact
Submitting Department: Human Resources
Initiated By: Richard Bailey

Attachments:
HR Board Material 6.13.2023

Type		Information/Position/Location	Eff Date
Appointment/Admin			
	Albano, Jonathan	Field Technician Buffalo Creek Middle **Range $39,785-$71,850**	5/21/2023
	Cooke, Mary	Assistant Principal Prine Elementary **$74,384-$88,117**	7/10/2023
	Dreger, Kailyn	School Social Worker - 11 Mo. Professional Support Center **$53,004-$94,738)**	8/7/2023
	Heatherman, Johnathan	Field Technician Bayshore High **Range $39,785-$71,850**	5/1/2023
	Ladino, Jacqueline	Accountant School Support Center **Range $47,498-$71,850**	6/12/2023
	Levine, Dana	Manager, Oper., Inspection/Trng. Matzke Support Center **$44,729-$80,414**	5/15/2023
	Williams, Johnny	Graduation Enhancement Tech Horizons Academy **$42,394-$76,484**	7/16/2023
Appointment/Para			
	Alvarado, Analilia	Teacher Aide, ESOL Moody Elementary	8/2/2023
	Ceruti, Craig	Classroom Sub Parrish Community High	5/14/2023
	Corcoran, Lois	Teacher Aide, ESE Williams Elementary	8/2/2023
	Cuellar, Ethan	Teacher Aide, MS Buffalo Creek Middle	8/2/2023
	Cuellar, Viviana	Teacher Aide, ESE Lincoln Middle	5/11/2023
	Fields, Jamie	Teacher Aide, ESE, One-on-One	5/14/2023

Type		Information/Position/Location	Eff Date
		Harvey Elementary	
	Hebert, Remi	Classroom Sub Parrish Community High	4/17/2023
	Herrera Blanco, Argelis	Classroom Sub Johnson K-8	8/2/2023
	Jennings, Ky-Arra	Teacher Aide, ESE Daughtrey Elementary	8/2/2023
	Maxwell, MaKayla	Teacher Aide, ESE Miller Elementary	8/2/2023
	Munoz, Johanna	Teacher Aide, ESE, One-on-One Jain Middle	8/2/2023
	Nastasi, Marissa	Teacher Aide, ESE Willis Elementary	8/2/2023
	Ortiz Colon, Nayeli	Teacher Aide, ES Oneco Elementary	8/2/2023
	Previti, Lisa	Teacher Aide, ES Willis Elementary	8/2/2023
	Purpus, Michael	Classroom Sub Lakewood Ranch High	8/2/2023
	Rhinesmith, Justin	Teacher Aide, ESE King Middle	8/2/2023
	Serafini, James	Classroom Sub Parrish Community High	8/2/2023
	Turner, Carolyn	Teacher Aide, ES Williams Elementary	8/2/2023
Appointment/Prof			
Req. 8552	*Atunrase, Keaira*	Second Grade Teacher Daughtrey Elementary **B.A. Sam Houston University**	8/2/2023
Req. 8857	*Bilak, Kelsey*	Counselor, HS Braden River High **M.A. Cleveland State University**	8/2/2023

Type		Information/Position/Location	Eff Date
Req. 8766	Brown, Lindsey	Teacher, VE/SC Witt Elementary **B.A. University of Central Florida**	8/2/2023
Req. 8576	Ceruti, Kaitlyn	Teacher, EBD/SC Williams Elementary **M.A. St. Joseph University**	8/2/2023
Req. 8620	Corbett, Katrena	Teacher, Resource Daughtrey Elementary **M.A. Ohio University**	8/2/2023
Req. 8369	Cribbs, Sara	Fifth Grade Teacher Harvey Elementary **M.A. The Ohio State University**	8/2/2023
Req. 8915	Csogi, Lindsay	Student Support Specialist Jain Middle **M.A. University of South Florida**	8/2/2023
Req. 8659	Downey, Brianna	Teacher, Language Arts, MS Sugg Middle **B.A. University of Central Florida**	5/2/2023
Req. 8403	Fazio, Ashley	First Grade Teacher Harvey Elementary **B.A. University of Central Florida**	8/2/2023
Req. 8389	Glotzer, Fayth	Student Support Specialist Manatee High **M.S. St. Thomas Aquinas College**	8/2/2023
Req. 8704	Grogan, Carol	Teacher, EBD/SC Stewart Elementary **M.A. Barry University**	8/2/2023
Req. 8785	Grooms, Megan	First Grade Teacher Sea Breeze Elementary **M.A. Florida Atlantic University**	8/2/20231
Req. 8557	Grundy, Molly	Third Grade Teacher Daughtrey Elementary **B.A. Arizona State University**	8/2/2023

Type		Information/Position/Location	Eff Date
Req. 8554	Hsiao, Yu-Lin	Teacher, VE Stewart Elementary **M.A. University of Florida**	8/2/2023
Req. 8542	Johannessen, Joscelyn	Teacher, ASD Tara Elementary **B.A. Bloomsburg University**	8/2/2023
Req. 8799	Jones, Matthew	Student Support Specialist Haile Middle **M.A. University of South Florida**	8/2/2023
Req. 8619	Juntunen, Kevin	Fourth Grade Teacher Williams Elementary **B.A. Grand Valley State University**	8/2/2023
Req. 8790	Kuhlber, Lindsy	Second Grade Teacher Harvey Elementary **B.A. Clarion University**	8/2/2023
Req. 8550	Matthews, Jenna	Kindergarten Teacher Daughtrey Elementary **B.A. Millikin University**	8/2/2023
Req. 8629	McCaw, Kelsey	Teacher, Technology Palm View K-8 **M.A. James Madison University**	8/2/2023
Req. 8625	McConnell, Jois	Counselor, MS Palm View K-8 **M.A. Missouri Baptist University**	8/2/2023
Req. 8739	Miller, Mary Ann	Fourth Grade Teacher Harvey Elementary **M.A. Xavier University**	8/2/2023
Req. 8791	Moody, Sarah	Teacher, ESOL Resource Oneco Elementary **M.A. Salem International University**	8/2/2023
Req. 8428	Pena, Celia	Teacher, World Language, MS King Middle **B.A. Arizona State University**	8/2/2023
Req. 8626	Pimentel, Yris	Teacher, IND/SC	8/2/2023

Type		Information/Position/Location	Eff Date
		Horizons Academy **B.A. University of Phoenix**	
Req. 8752	*Pollard, Brian*	Teacher, Physical Education, ES Samoset Elementary **B.A. University of Florida**	8/2/2023
Req. 8598	*Sagle, Brandon*	Teacher, Mathematics, MS Haile Middle **B.A. Ohio State University**	8/2/2023
Req. 8912	*Scarpino, Joseph*	Counselor, HS Horizons Academy **Ph.D. University of Michigan**	8/2/2023
Req. 8394	*Scharf, Shannon*	Fourth Grade Teacher Harvey Elementary **B.A. Florida Gulf Coast**	8/2/2023
Req. 8758	*Sciortino, Nicole*	Third Grade Teacher Prine Elementary **M.A. Long Island University**	8/2/2023
Req. 8838	*Serghie, Emili*	Teacher, Mathematics, HS Braden River High **M.A. Universitatea Tehnicia Din Cluj-Napoca**	8/2/2023
Req. 8822	*Simmons, Brittany*	Fifth Grade Teacher Oneco Elementary **B.A. University of Central Florida**	8/2/2023
Req. 8504	*Villa, Courtney*	Fourth Grade Teacher Abel Elementary **M.A. Saint Mary's College Maryland**	8/2/2023
Req. 8754	*Wachtman, Tiffani*	Teacher, VE Williams Elementary **B.A. Indiana University**	8/2/2023
Req. 8787	*Wilson, Courtney*	Second Grade Teacher Freedom Elementary **B.A. Florida Gulf Coast University**	7/23/2023
Req. 8991	*Wojcicki, Rachel*	Teacher, Social Studies, MS	8/2/2023

Type		Information/Position/Location	Eff Date
		Haile Middle **B.A. University of South Florida**	
Appointment/Supp			
	Barnes, Karen	Bus Aide Matzke Support Center	6/12/2023
	Causey, Alexis	Financial Aid Specialist Manatee Technical College	5/1/2023
	Deleon Flores, Nancy	Food Service Worker - 5 Hr. Bashaw Elementary	5/15/2023
	Gordon, Angeline	Food Service Worker - 6 Hr. Manatee High	5/1/2023
	Gramajo, Julio	Bus Driver Matzke Support Center	5/1/2023
	Gray, David	School Support Technician Bayshore Elementary	7/10/2023
	Gray, Savannah	Safety Guardian Matzke Support Center	8/2/2023
	Gray Smith, Deborah	Safety Guardian Matzke Support Center	8/2/2023
	Jackson, Sophia	Custodian 8 Hr. Parrish Community High	5/1/2023
	Joaquin, Ramon	Head Custodian I Braden River Elementary	5/15/2023
	Linares, Ymarlen	Custodian 4 Hr. Manatee Technical College	5/15/2023
	Longley, Sarah	Guidance Clerk Sugg Middle	7/24/2023
	Lyons, Terry	Bus Driver Matzke Support Center	6/12/2023
	Matute, Belquis	Custodian 8 Hr. Lincoln Middle	5/1/2023

Type		Information/Position/Location	Eff Date
	McCalley, Rachel	Guidance Clerk Harvey Elementary	4/30/2023
	Rivera, Olga	Custodian 8 Hr. Moody Elementary	4/17/2023
	Roberts, Keona	Senior School Secretary Nolan Middle	6/12/2023
	Royal, Patrice	Guidance Clerk Johnson K-8	5/15/2023
	Ruiz Martinez, David	Vehicle Mechanic Matzke Support Center	5/15/2023
	Sanchez, Yaritza	Lead Custodian I Lincoln Middle	5/1/2023
	Tramill, Jordan	Custodian 8 Hr. Palmetto High	5/1/2023
	Ubiera Santana, Omeiry	Custodian 8 Hr. Jain Middle	5/15/2023
	Vanner, Casey	Guidance Clerk Manatee High	5/15/2023
Deceased/Prof			
	Goodman, Daniel	Teacher, Science, HS Lakewood Ranch High	5/13/2023
Promotion/Admin			
	Bradshaw, Robert Daniel	From: Assistant Principal, HS Palmetto High To: Interim Principal, HS Braden River High	7/1/2023
Resignation in lieu of Termination			
	Parrino, Ashley	Second Grade Teacher Oneco Elementary	4/29/2023
Resignation/Admin			
	Moreno Hernandez, Christian	Executive Secretary, Administration School Support Center	6/3/2023
	Scznsny, Miranda	Position Management Specialist School Support Center	6/9/2023

Type		Information/Position/Location	Eff Date
	Woodin, Debora	Federal Programs Specialist Professional Support Center	7/1/2023
Resignation/Para			
	Calabia Rincon, Claudia	Teacher Aide, ESOL Miller Elementary	5/13/2023
	LaRue, Madeline	Teacher Aide, ESE Horizons Academy	5/6/2023
	Norman-Webb, Annabel	Classroom Sub Southeast High	5/31/2023
	Shipley, Keri	Teacher Aide, ES Willis Elementary	5/31/2023
Resignation/Prof			
	Anderson, Hunter	Teacher, Language Arts, HS Manatee High	5/29/2023
	Bocock, Michelle	Counselor, ES Daughtrey Elementary	6/14/2023
	Chadwick, Kara	Teacher, Science, HS Southeast High	5/31/2023
	Charleson, Celine	Third Grade Teacher Harvey Elementary	5/31/2023
	Clark, Cayla	Second Grade Teacher Rogers Garden-Bullock Elementary	5/31/2023
	De Jesus, Ninotchka	Teacher, ESOL Resource Bayshore High	5/31/2023
	Emerick, Hannah	Teacher, Language Arts, MS Sugg Middle	5/31/2023
	Legagneur, Desiree	Second Grade Teacher Mills Elementary	5/31/2023
	Lungmus, Emily	Fifth Grade Teacher Rogers Garden-Bullock Elementary	5/31/2023
	Meyer, Rachael	Teacher, Social Studies, HS Palmetto High	5/31/2023

Type		Information/Position/Location	Eff Date
	Montero, Nilsa	Third Grade Teacher Mills Elementary	5/31/2023
	Richardson, Madison	Teacher, Language Arts, MS Buffalo Creek Middle	7/1/2023
	Rodgers, Laura	Second Grade Teacher Daughtrey Elementary	6/30/2023
	Rzepa, Michele	Third Grade Teacher Harvey Elementary	5/31/2023
	Stephens, Victoria	Fourth Grade Teacher Daughtrey Elementary	7/1/2023
	Styers, Tyler	Teacher, Mathematics, HS Bayshore High	5/31/2023
	Webb, James	Teacher, Social Studies, HS Palmetto High	5/30/2023
	Wirley, Janel	Teacher, Art, MS Lee Middle	5/31/2023
Resignation/Supp			
	Eavis, Rachelle	Food Service Worker - 6 Hr. McNeal Elementary	5/12/2023
	Fisher, Megan	School Nurse, LPN Lakewood Ranch High	5/1/2023
	Gordon, Angeline	Food Service Worker - 6 Hr. Manatee High	5/1/2023
	Gramajo, Julio	Bus Driver Matzke Support Center	5/1/2023
	James, Lorena	Senior School Secretary, ES Daughtrey Elementary	5/20/2023
	Melvin, April	Food Service Worker - 6 Hr. Miller Elementary	5/27/2023
	Mulvirhill, Raymond	Bus Driver Matzke Support Center	5/6/2023

Type		Information/Position/Location	Eff Date
	Murrell, Jerrica	School Clerical Assistant, 10 Mo. Southeast High	5/18/2023
	Padilla, Karla	Bus Driver Matzke Support Center	5/13/2023
	Simms, Travis	Custodian 8 Hr. Manatee High	5/9/2023
	Tucker, Cassie	Custodian 8 Hr. Freedom Elementary	5/10/2023
	White, Emmanual	Cafeteria Manager I Miller Elementary	5/13/2023
Retirement/Para			
	Bush, Robin	Teacher Aide, ESE Oneco Elementary **22.90 Years**	5/31/2023
	Lee, Virginia	Teacher Aide, ES Willis Elementary **2.8 Years**	5/31/2023
	Wenk, Annamarie	Teacher Aide, ESE Willis Elementary **7.3 Years**	6/1/2023
Retirement/Prof			
	Ackerman, Lis	Teacher, Physical Education, HS Bayshore High **37.50 Years**	5/31/2023
	Bacon, Virginia	Third Grade Teacher Rogers Garden-Bullock Elementary **10.60 Years**	8/1/2023
	Cartwright, James	Teacher, Music, ES Blackburn Elementary **7 Years**	7/1/2023
	Evetts, Stephen	Baking & Pastry Arts Instructor Manatee Technical College **2 Years**	6/30/2023
	Hetherington, John	Teacher, ROTC/Military Train, HS	6/15/2023

Type		Information/Position/Location	Eff Date
		Southeast High **10.82 Years**	
	Myers, William	Teacher, ASD Tillman Elementary **8.6 Years**	6/1/2023
	Parker, Roni	Second Grade Teacher Williams Elementary **26 Years**	6/1/2023
	Wallen, Michelle	Teacher, Technology Sugg Middle **28 Years**	8/1/2023
	Wooten, Gary	Teacher, Art, ES Anna Maria Elementary **22 Years**	6/1/2023
Retirement/Support			
	Calhoun, Dianne	Senior School Secretary, ES Bayshore Elementary **34 Years**	7/1/2023
	Clyburn, Brenda	Food Service Worker - 6 Hr. Palmetto Elementary **9.90 Years**	5/31/2023
	Hurkman, Barbara	Route Analyst Matzke Support Center	6/1/2023
	Storelli, Katherine	Bus Driver Matzke Support Center **23.67 Years**	6/1/2023
Termination/Prof			
	Fafalios, Tinamarie	Teacher, Social Studies, HS Palmetto High	5/13/2023
Termination/Support			
	Cuellar, Viviana	Teacher Aide, ESE Lincoln Middle	5/11/2023
	Jackson, Sophia	Custodian 8 Hr. Parrish Community High	5/1/2023
	Mendez, Edgar	Custodian 8 Hr. Ballard Elementary	5/6/2023

Type		Information/Position/Location	Eff Date
	Person, Latahj	Bus Aide Matzke Support Center	4/30/2023
	Weistreich, Ludmila	Food Service Worker - 5 Hr. Nolan Middle	5/9/2023
Transfer/Admin			
	DeBerry, Donna	From: Dental Assistant Instructor Manatee Technical College To: Specialist/Manager, InstrctnCurric Manatee Technical College	5/14/2023
	Flores, Cynthia	From: Teacher, Pre-K Handicapped Braden River Elementary To: Compliance Early Learning Splcst. Professional Support Center	7/1/2023
	Little, Craig	From: Principal, HS Parrish Community High To: Human Resources Assistant Director School Support Center	7/1/2023
	Newsome, Charles	From: Manager, IT Site Support Svcs. Professional Support Center To: Supervisor, Site Support Svcs. Professional Support Center	7/9/2023
	Sheffield, Kimberly	From: Teacher, Spcl Assgn, Basic Instr Professional Support Center To: Federal Program Specialist Professional Support Center	6/11/2023
	Simmons, Taccara	From: Coordinator, Info Applications School Support Center To: Systems Analyst School Support Center	5/28/2023
	Whidden, Mitzi	From: Human Resources Specialist I School Support Center To: Human Resources Specialist II School Support Center	6/11/2023
Transfer/Para			
	Blanda, Wanda	From: Teacher Aide, ES Stewart Elementary To: Teacher Aide, ES	7/9/2023

Type		Information/Position/Location	Eff Date
		Willis Elementary	
	Cashmore, Christal	From: Teacher Aide, ES Myakka Elementary To: Teacher Assistant, Child Dev. Assoc Myakka Elementary	7/9/2023
	Greenwell, Elizabeth	From: Teacher Aide, ESE Myakka Elementary To: Teacher Aide, ESOL Bashaw Elementary	7/9/2023
	Johnson, Susan	From: Teacher Aide, Pre-K Braden River Elementary To: Teacher Assistant, Child Dev. Assoc Witt Elementary	7/9/2023
	Lakeberg, Alice	From: Food Service Worker - 6 Hr. Ballard Elementary To: Teacher Aide, ES, Title I Ballard Elementary	7/23/2023
	Manion, Kyle	From: Teacher Assistant, HS, ISS Parrish Community High To: Teacher Aide, EE Manatee High	7/9/2023
	Patrick, Barbara	From: Custodian 8 Hr. King Middle To: Teacher Aide, ESE Moody Elementary	8/2/2023
	Tierney, Christy	From: School Bookkeeper, 10.5 Mo. Ballard Elementary To: Home School Liaison Ballard Elementary	7/16/2023
Transfer/Prof			
	Avila-Mangual, Adrianne	From: Teacher, Resource Lee Middle To: Math Coach, MS Lee Middle	7/9/2023
	Bailey, Michael	From: Teacher, EBD/SC Braden River High To: Teacher, Social Studies, HS	7/9/2023

Type	Information/Position/Location	Eff Date
	Parrish Community High	
Baity, Travis	From: Teacher, Social Studies, HS Parrish Community High To: Teacher, Social Studies, HS Manatee High	7/9/2023
Bixler, Kathleen	From: Second Grade Teacher Rogers Garden-Bullock Elementary To: Second Grade Teacher Williams Elementary	7/9/2023
Castner, Courtney	Teacher, Mathematics, MS Nolan Middle To: Second Grade Teacher Harvey Elementary	8/2/2023
Cerully, Allan	From: Fourth Grade Teacher Bayshore Elementary To: Third Grade Teacher Daughtrey Elementary	7/9/2023
Clark, Julie	From: Fourth Grade Teacher Blackburn Elementary To: Fourth Grade Teacher Bashaw Elementary	7/9/2023
Daly, Stefania	From: Teacher, Business Technology Lee Middle To: Student Support Specialist Buffalo Creek Middle	7/9/2023
Dodd, Troy	From: Third Grade Teacher Rogers Garden-Bullock Elementary To: Second Grade Teacher Ballard Elementary	7/9/2023
Eby, Mary	From: Teacher, Pre-K Handicapped Prine Elementary To: Kindergarten Teacher Bayshore Elementary	7/9/2023
Fallgren, Regina	From: Teacher, Gifted Tara Elementary To: Teacher, Gifted	7/9/2023

Type	Information/Position/Location	Eff Date
	Anna Maria Elementary	
Field, Erin	From: Teacher, Science, MS Buffalo Creek Middle To: Teacher, Science, HS Braden River High	7/9/2023
Gossett, Pamela	From: Teacher, Tech Educ., Drafting Bayshore High To: Teacher, Comm Syst. Tech. Ed. Buffalo Creek Middle	7/9/2023
Haddad, Simone	From: Fifth Grade Teacher Palmetto Elementary To: Fifth Grade Teacher Kinnan Elementary	7/9/2023
Hardee, Shannon	From: Teacher, Language Arts, MS Haile Middle To: Teacher, Dropout Prevention, MS Jain Middle	7/9/2023
Holbrook, Donna	From: Teacher, VE Bayshore Elementary To: Teacher, VE McNeal Elementary	7/9/2023
Kotler, Michelle	From: Teacher, VE Prine Elementary To: Teacher, VE Jain Middle	7/9/2023
Lopez-Pacheco, Brittaney	From: Second Grade Teacher Miller Elementary To: Second Grade Teacher Gullett Elementary	7/9/2023
Lovy, Lisa	From: Teacher, Reading, ES Bayshore Elementary To: Student Support Specialist Daughtrey Elementary	7/23/2023
Matazinski, Lillian	From: Student Support Specialist Blackburn Elementary To: Student Support Specialist	7/9/2023

Type	Information/Position/Location	Eff Date
	McNeal Elementary	
Matthews, Jenna	From: Kindergarten Teacher Daughtrey Elementary To: Kindergarten Teacher Mills Elementary	8/2/2023
Mccoy, Vivian	From: Teacher, Mathematics, MS Braden River Middle To: Teacher, Science, MS Sugg Middle	7/9/2023
Mckenzie, Stephanie	From: First Grade Teacher Bayshore Elementary To: Third Grade Teacher Miller Elementary	7/9/2023
Molchany (Bohman), Megan	From: Teacher, ASD Nolan Middle To: Behavioral Specialist, ESE Professional Support Center	7/9/2023
Murray, Bernatta	From: Teacher Aide, ESE Harllee Middle To: Teacher, VE Harllee Middle	7/23/2023
Phommalee, Ketsana	From: Teacher, Reading, MS Jain Middle To: Teacher, Reading, HS Southeast High	7/9/2023
Plata-Benitez, Elmer	From: Fourth Grade Teacher Bashaw Elementary To: Fifth Grade Teacher Mills Elementary	7/9/2023
Reyes, Katelyn	From: Teacher, Technology Haile Middle To: Teacher, Technology Jain Middle	7/9/2023
Rodgers, Susan	From: Teacher, Reading, MS Sugg Middle To: Teacher, Reading, HS	7/9/2023

Type	Information/Position/Location	Eff Date
	Manatee High	
Rollins, Michele	From: Fifth Grade Teacher Bayshore Elementary To: Fifth Grade Teacher Palm View K-8	7/9/2023
Salas, Jose	From: Teacher, Business Tech. Educ. Manatee Technical College To: Teacher, Technology Manatee Technical College	8/1/2023
Sander, Michelle	From: Second Grade Teacher Witt Elementary To: Fourth Grade Teacher Myakka Elementary	7/9/2023
Schmitz, Lucas	From: First Grade Teacher Palma Sola Elementary To: Fifth Grade Teacher Freedom Elementary	7/9/2023
Searls, Darvin	From: Elementary Teacher Harllee Middle To: Student Support Specialist Southeast High	7/23/2023
Serrano, Kaitlyn	From: Teacher, Mathematics, HS Bayshore High To: Teacher, Mathematics, MS Lee Middle	7/9/2023
Smart, Lucien	From: Kindergarten Teacher Prine Elementary To: Kindergarten Teacher Bayshore Elementary	7/9/2023
Soldat, Lijana	From: Teacher, Mathematics, MS Haile Middle To: Teacher, Mathematics, MS Jain Middle	7/9/2023
Trautner, Tracy	From: Kindergarten Teacher Prine Elementary To: Teacher, Pre-K Integrated	8/2/2023

Type		Information/Position/Location	Eff Date
		Prine Elementary	
	Tretolo, Stephanie	From: Fourth Grade Teacher Bashaw Elementary To: Fifth Grade Teacher McNeal Elementary	7/9/2023
	Verycken-Ramirez, Olga	From: Teacher, ASD Abel Elementary To: Teacher, Pre-K Handicapped Braden River Elementary	7/9/2023
	Walker, John	From: Teacher, Social Studies, MS Sugg Middle To: Teacher, Social Studies, HS Bayshore High	7/9/2023
	Whinery, Dustin	From: Teacher, Mathematics, HS Southeast High To: Teacher, Mathematics, MS Nolan Middle	7/9/2023
	Whitaker, Dana	From: Fifth Grade Teacher Mills Elementary To: Teacher, Reading, HS Braden River High	7/9/2023
Transfer/Support			
	Accardi, Salvatore	From: Bus Driver Matzke Support Center To: Safety Guardian Matzke Support Center	8/2/2023
	Applegate, Charity	From: Teacher Aide, ESE, One-on-One Williams Elementary To: Teacher Aide, ESE Witt Elementary	7/9/2023
	Askew, Tonya	From: Bus Aide Matzke Support Center To: Bus Driver Matzke Support Center	6/12/2023
	Brown, Brittany	From: Food Service Worker - 6 Hr. Sugg Middle To: Food Service Worker - 6 Hr.	4/17/2023

Type	Information/Position/Location	Eff Date
	Lee Middle	
Butler, Linda	From: Senior School Secretary, ES Blackburn Elementary To: Secretary, Instruction Curric. Professional Support Center	5/28/2023
Dabney, Raymond	From: Head Custodian I Braden River Elementary To: Head Custodian I Anna Maria Elementary	5/1/2023
Duffy, Tamari	From: Bus Aide Matzke Support Center To: Bus Driver Matzke Support Center	5/1/2023
Edwards, Shondrika	From: Food Service Worker - 6 Hr. Manatee High To: Food Service Assistant Manager Manatee High	4/30/2023
Farmer, Robert	From: Custodian 8 Hr. Haile Middle To: Head Custodian I School Support Center	5/28/2023
George De Pineda, Nicole	From: Senior School Secretary, ES Tillman Elementary To: School Bookkeeper, 12 Mo. Parrish Community High	6/11/2023
Horton, Stephanie	From: School Bookkeeper, 10.5 Mo. Samoset Elementary To: Executive Secretary, Instruc. Curr. School Support Center	5/14/2023
Ison, Kevin	From: Computer Lab Manager Sea Breeze Elementary To: School Support Technician Tara Elementary	7/9/2023
Johnson, Ellen	From: Food Service Worker - 6 Hr. Sugg Middle To: Food Service Worker - 6 Hr.	5/15/2023

Type	Information/Position/Location	Eff Date
	Parrish Community High	
Kloepfer, Maria	From: School Secretary I Manatee High To: Fiscal Specialist School Support Center	6/11/2023
Labor, Hans	From: Equipment Operator Matzke Support Center To: Warehouse Worker/Driver I Matzke Support Center	4/30/2023
Landers-Ackerman, Fran	From: Custodian 8 Hr. Braden River High To: Food Service Worker - 6 Hr. Daughtrey Elementary	5/15/2023
Mackay, Lori	From: Food Service Worker - 6 Hr. Lakewood Ranch High To: Food Service Worker - 6 Hr. Parrish Community High	5/15/2023
Miller, Martin	From: School Bookkeeper, 10.5 Mo. Sea Breeze Elementary To: School Bookkeeper, 12 Mo. Braden River High	5/14/2023
Negron, Violette	From: Guidance Clerk Lee Middle School To: School Clerical Assistant, 10 Mo. Lee Middle School	5/28/2023
Pearce, Selena	From: Food Service Worker - 6 Hr. Parrish Community High To: Food Service Worker - 6 Hr. Palmetto High	5/15/2023
Quinehan, Steven	From: Lawn Maintenance Foreman Matzke Support Center To: Resurfacing & Fencing Mech. Matzke Support Center	5/15/2023
Royal, Patrice	From: Secretary II - 12 Mo. Professional Support Center To: Guidance Clerk	5/15/2023

Type		Information/Position/Location	Eff Date
		Johnson K-8	
	Santiago-Steidel, Evelyn	From: School Bookkeeper, 10.5 Mo. Rogers Garden-Bullock Elementary To: Fiscal Specialist School Support Center	6/11/2023
	Smith, Andrea	From: Guidance Clerk Manatee High To: School Support Technician Gullett Elementary	5/1/2023
	Star, Bethanne	From: School Bookkeeper, 10.5 Mo. Daughtrey Elementary To: Senior School Secretary, ES Daughtrey Elementary	5/28/2023
	Whitson, Charles	From: Trans. Safety Officer/Trainer Matzke Support Center To: Bus Driver Matzke Support Center	5/29/2023

AGENDA ITEM NO. 14.1

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Budget Amendments for April 2023

Executive Summary
State Board of Administration Rule 6A-1.007(2) states, "The School Board shall approve amendments to the district school budget whenever the function and object amounts in the accounts prescribed by the State Board for the budget form are changed in the original budget approved by the School Board."

The following table reflects changes in fund balance by fund for the month of April 2023.

	General Fund	Debt Service	Capital Outlay	Federal Funds	Food Service	Internal Service*	Trust & Agency
Budgeted Fund Balance 03/31/2023	$46,419,275	$12,131,042	$33,479,629	$0	$12,973,893	$5,513,818	$0
Fiscal Impact	$1,902,886	$47,743	$9,977,574	$0	$0	$0	$0
Budgeted Fund Balance 04/30/2023	$48,322,161	$12,178,785	$43,457,203	$0	$12,973,893	$5,513,818	$0

* Self Insured Funds

General Fund budgeted ending fund balance increased $1,902,886 due to higher Interest on Investments $1,236,527, higher federal indirect revenue from grants $546,374, and other miscellaneous adjustments $119,984.

Capital Outlay Fund budgeted ending fund balance increased $9,977,574 reflecting the reduced cost estimate for the new K-8 School $10,499,404 and other miscellaneous adjustments $58,942 partially offset by Braden River Middle School additional project costs $580,772 .

Debt Service Fund budgeted ending fund balance increased $47,743 due to interest income and a change in fair market value.

There were no other changes to the budgeted ending fund balances.

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

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

Recommendation

The Superintendent recommends approval of the budget amendments for April 2023.

Financial Impact
No significant financial impact.

Contact
Submitting Department: Budget Department
Initiated By: Gina Maliniak

Attachments:
Apr 2023 Budget Amendment File Summary
Combined Apr 2023 BAs

April 2023 Budget Amendments Summary
All Funds

Year	2023
Posting Period	10
Entry Type	(All)

Row Labels		Sum of YTD Current
1		**-$1,902,885**
3		
	10101 General Fund	-$2,158,522
	10102 General Fund Grants	-$24,600
4		
	10101 General Fund	$255,636
	10102 General Fund Grants	$24,600
2		**-$47,742**
3		
	29190 Lease Purchase Bond 2015	-$2
	29193 Lease Purchase Bond 2017	-$8
	29196 Lease Purchase Bond 2016	-$5
	29901 QSCB 2010	-$47,727
3		**-$9,977,574**
3		
	39198 Ed Facilities Security Grants	-$413,917
4		
	37021 Local Capital Improvement 2021	$0
	37022 Local Capital Improvement 2122	-$490
	37023 Local Capital Improvement 2223	-$192,183
	39123 COPS Series 2023A	$0
	39192 Sales Tax Proceeds	$772,070
	39194 Other Capital Projects	$0
	39197 Impact Fees	-$10,499,154
	39198 Ed Facilities Security Grants	$356,100
4		**$0**
3		
	41001 Food Services	-$360,000
	42101 Federal Cash Advance	-$660,892
	44301 CRRSA Act ESSER (ESSER II)	-$156,000
	44501 ARP Act ESSER	-$5,507,119
	44601 Other ARP Act Relief	$767,250
4		
	41001 Food Services	$360,000
	42101 Federal Cash Advance	$660,892
	42201 Federal Non Cash Advance	$0
	44301 CRRSA Act ESSER (ESSER II)	$156,000
	44501 ARP Act ESSER	$5,507,119
	44601 Other ARP Act Relief	-$767,250
7		**$0**
4		
	71101 Self-Insurance - Health	$0
8		**$0**
3		
	85002 Donations & Scholarship Fund	-$21,214
4		
	85002 Donations & Scholarship Fund	$21,214
Grand Total		**-$11,928,201**

Capital Fund
April 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(125,245,984)	(125,245,984)	-	0.0%	
30X	Revenue	(176,184,640)	(176,598,557)	(413,917)	0.2%	
30X	Transfers In & Other Funding Sources	(175,171,862)	(175,171,862)	-	0.0%	
74X	Facilities Acquisition and Con	396,366,450	386,737,483	(9,628,967)	-2.4%	
92X	Debt Service	2,009,582	2,009,582	-	0.0%	
97X	Transfers Out	44,746,825	44,812,135	65,310	0.1%	
9X	Budgeted Fund Balance	33,479,629	43,457,203	9,977,574	29.8%	1

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	YTD Current
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	9515	30001	Capital Projects	SDMC3	3951539870	3000000400	BRMS Additional Furniture Purchase	0000088308	267,931.79
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0031	38760	Disctrictwide FF&E				Budget for VPK furniture 7 sites	0000088309	11,732.03
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0221	38760	Disctrictwide FF&E				Budget for VPK furniture 7 sites	0000088309	11,732.03
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0681	38760	Disctrictwide FF&E				Budget for VPK furniture 7 sites	0000088309	11,732.03
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0701	38760	Disctrictwide FF&E				Budget for VPK furniture 7 sites	0000088309	11,732.03
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0741	38760	Disctrictwide FF&E				Budget for VPK furniture 7 sites	0000088309	11,732.03
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0791	38760	Disctrictwide FF&E				Budget for VPK furniture 7 sites	0000088309	11,732.03
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0801	38760	Disctrictwide FF&E				Budget for VPK furniture 7 sites	0000088309	11,732.03
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951539870	3000000200	Addtl budget needed for BRMS	0000088486	312,840.60
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37021	Local Capital Improvement 2021	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	9531	38915	S/S Radios				Project close Safety Security Radios	0000088509	(2,000.00)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539750	3000000300	Budget for New MS advertisement	0000088521	259.74
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	37023	Local Capital Improvement 2223	74010	Facilities Acquisition and Con	464201	Non-Capitalized FF&E	0801	38760	Disctrictwide FF&E				Adjust VPK Furniture budget Willis order cancelled	0000088561	(11,732.03)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951539850	3000000200	Clean up Sugg addition balance	0000088655	(10.00)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	464901	Tech FF&E Non Capitalized	9571	30001	Capital Projects	SDMC3	3951539870	3000000500	Closing Adjustment BRMS Project	0000088801	(11,623.64)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951539870	3000000200	Closing Adjustment BRMS Project	0000088801	(57,316.75)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39192	Sales Tax Proceeds	74010	Facilities Acquisition and Con	468101	Capitalized Remodeling & Renov	9515	30001	Capital Projects	SDMC3	3951539870	3000000300	Closing Adjustment BRMS Project	0000088801	(827.10)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531131	3000000100	Adjust budget for New K-8 per Capital meeting 4/24	0000089819	(1,500,000.00)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531131	3000000200	Adjust budget for New K-8 per Capital meeting 4/24	0000089819	(8,900,000.00)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39197	Impact Fees	74010	Facilities Acquisition and Con	463001	Building & Fixed Equipment	9515	30001	Capital Projects	SDMC3	3951531131	3000000300	Adjust budget for New K-8 per Capital meeting 4/24	0000089819	(99,403.70)
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	39198	Ed Facilities Security Grants	97010	Transfers	491001	Transfers to General Fund	9798	40523	TR Ed Facilities Grant #3				Ed Facilities Grant not approved as of 4/30/23	0000090327	(57,816.79)
																				(9,977,573.67)

Debt Service Fund
April 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(11,889,269)	(11,889,269)	-	0.00%	
30X	Revenue	(1,663,476)	(1,711,218)	(47,742)	2.87%	
30X	Transfer In	(25,813,693)	(25,813,693)	-	0.00%	
92X	Debt Service	27,235,396	27,235,396	-	0.00%	
9XX	Budgeted Fund Balance	12,131,042	12,178,785	47,742	0.39%	

General Fund
April 2023 Budget Amendment Summary

Fund	Fund Description	Function	Function Description	YTD Prior	YTD Current	Budget Amendment	% Change	Reference
10101	General Fund		Beginning Fund Balance	(50,388,336)	(50,388,336)	-	0.00%	
		3XX	Revenues	(516,122,417)	(518,240,228)	(2,117,811)	0.41%	
		3XX	Transfers In and Other Funding Sources	(21,840,625)	(21,905,936)	(65,310)	0.30%	
		5XX	Instructional	349,214,379	349,352,213	137,834	0.04%	
		61X	Pupil Personnel Services	17,172,294	17,199,551	27,257	0.16%	
		62X	Instructional Media Services	5,351,901	5,354,786	2,885	0.05%	
		63X	Curriculum	8,703,148	8,876,217	173,069	1.99%	
		64X	Instructional Staff Training	1,372,109	1,347,166	(24,942)	-1.82%	
		65X	Instructional Technology	572	572	-	0.00%	
		71X	Board	1,538,076	1,538,076	-	0.00%	
		72X	General Admin Superintendent	3,016,767	3,016,767	-	0.00%	
		73X	School Administration	33,905,322	33,915,075	9,753	0.03%	
		74X	Facility Acquisition and Construction	6,140,792	6,206,102	65,310	1.06%	
		75X	Fiscal Services	3,940,353	3,940,353	-	0.00%	
		76X	Food Service	(0)	(0)	-	0.00%	
		77X	Central Services	13,488,171	13,490,614	2,444	0.02%	
		78X	Transportation	21,117,950	21,097,460	(20,490)	-0.10%	
		79X	Operation of Plant	48,539,654	48,430,670	(108,983)	-0.22%	
		81X	Maintenance of Plant	10,691,443	10,691,556	112	0.00%	
		82X	Administrative Technology	8,643,724	8,659,098	15,375	0.18%	
		91X	Community Services	6,873,171	6,873,785	613	0.01%	
		92X	Debt Service	1,339,889	1,339,889	-	0.00%	
		97X	Transfer Out	882,389	882,389	-	0.00%	
		9XX	Budgeted Fund Balance	46,419,275	48,322,161	1,902,885	4.10%	

Health Insurance Fund
April 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(8,444,558)	(8,444,558)	-	0.00%	
30X	Revenue	(47,461,000)	(47,461,000)	-	0.00%	
30X	Transfer In	(7,100,000)	(7,100,000)	-	0.00%	
77X	Central Services	59,349,178	59,349,178	-	0.00%	
9XX	Unappropriated Fund Balances	3,656,380	3,656,380	-	0.00%	

Workers Comp
April 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(2,266,182)	(2,266,182)	-	0.00%	
30X	Revenue	(2,570,000)	(2,570,000)	-	0.00%	
77X	Central Services	2,978,743	2,978,743	-	0.00%	
9XX	Unappropriated Fund Balances	1,857,438	1,857,438	-	0.00%	

Trust and Agency Funds
April 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Sum of Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(945,156)	(945,156)	-	0.0%	
30X	Revenue	(767,752)	(788,966)	(21,214)	2.8%	
5XX	Instructional	1,627,208	1,627,208	-	0.0%	
61X	Pupil Personnel Services	51,918	72,282	20,364	39.2%	1
63X	Instruction and Curriculum Development	2,328	2,328	-	0.0%	
64X	Instructional Staff Training Services	-	-	-	n/a	
72X	General Administration (Super)	15,150	15,150	-	0.0%	
77X	Central Services	12,804	13,654	850	6.6%	
91X	Community Services	3,500	3,500	-	0.0%	
9XX	Unappropriated Fund Balance	-	-	-	n/a	

Trust Agency Fund
April 2023 Budget Amendment Details

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship F	61110	Attendance and Social Work	431001	Prof & Technical Services	9318	13801	RISE Mentoring Program				Daily Receipts 4/26/23	0000089050	20,000.00
1	10	KK_DET_BUD	SDMC1	Adjustment	Posted	85002	Donations & Scholarship F	61510	Parental Involvement	451001	Supplies	9305	36026	Migrant Program Donations				Daily Receipts 4/27/23	0000089195	363.73
1	10	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship F	61510	Parental Involvement	416301	NCH Regular Pay	9305	36026	Migrant Program Donations				Moved Budget for Parent Involvement NCH	0000089199	301.70
1	10	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship F	61510	Parental Involvement	421103	Retirement System	9305	36026	Migrant Program Donations				Moved Budget for Parent Involvement NCH	0000089199	35.93
1	10	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship F	61510	Parental Involvement	422001	FICA	9305	36026	Migrant Program Donations				Moved Budget for Parent Involvement NCH	0000089199	23.08
1	10	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship F	61510	Parental Involvement	424001	Worker's Compensation	9305	36026	Migrant Program Donations				Moved Budget for Parent Involvement NCH	0000089199	3.02
1	10	KK_DET_BUD	SDMC1	Transfer Adju	Posted	85002	Donations & Scholarship F	61510	Parental Involvement	451001	Supplies	9305	36026	Migrant Program Donations				Moved Budget for Parent Involvement NCH	0000089199	(363.73)
																				20,363.73

Special Revenue
April 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
30X	Revenue	(48,450,496)	(54,007,257)	(5,556,761)	11.5%	1
5XX	Instructional	27,634,681	31,889,327	4,254,646	15.4%	2
61X	Pupil Personnel Services	2,993,856	418,227	(2,575,629)	-86.0%	3
63X	Curriculum	8,564,996	11,461,933	2,896,937	33.8%	4
64X	Instructional Staff Training	7,011,307	7,081,630	70,323	1.0%	
65X	Instructional Technology	77,255	77,255	-	0.0%	
72X	General Admin Superintendent	1,668,803	1,940,944	272,140	16.3%	5
73X	School Administration	40,222	92,722	52,500	130.5%	6
75X	Fiscal Services	44,000	104,162	60,162	136.7%	7
76X	Food Services	-	75,660	75,660	n/a	8
77X	Central Services	220,469	323,763	103,294	46.9%	9
78X	Transportation	(1,334,149)	(703,802)	630,347	-47.2%	10
79X	Operation of Plant	(1,483,965)	(1,482,889)	1,077	-0.1%	
81X	Maintenance & Operations	-	2,152	2,152	n/a	11
82X	Administrative Technology	(806,949)	(1,093,797)	(286,848)	35.5%	12
97X	Transfers	3,819,971	3,819,971	0	0.0%	

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930804484		ESSER II Civics Endorsement Bonus	0000087679	(114,000.00)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930504573		ARP ESSER III Supplemental Programming	0000088030	(2,872,466.00)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930504574		Instructional Materials (ARP ESSER)	0000088448	(714,279.00)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	44301	CRRSA Act ESSER (ESSER II)	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930804484		ESSER II Civics Endorsement Bonus 3	0000088784	(42,000.00)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324101	Language Instruct - Title III		15001	Grants Program		4930504053		Title III Part A - ESOL Roll Forward Revenue	0000088806	(95,439.05)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930504533		4930504533 Summer Learning Camps	0000088881	(1,153,144.00)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324001	Elementary and Secondary Educa		15001	Grants Program		4930504323		Revenue for 4323 Title I Part A Budget Adjustment for Additional Funds	0000089058	(319,294.94)
1	10	KK_REV_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930804513		Transfer to correct fund	0000089165	(767,250.00)
1	10	KK_REV_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930804513		Transfer to correct fund	0000089165	767,250.00
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	30000	Revenue	324001	Elementary and Secondary Educa		15001	Grants Program		4930504113		Title IV Grant 4113 Revenue for Roll Forward Amendment	0000089793	(246,158.01)
1	10	KK_REV_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	30000	Revenue	327101	Education Stabilization K-12		15001	Grants Program		4930504573		budget out of balance	0000090580	20.00
																				(5,556,761.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0031	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	4,363.78
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0051	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	2,035.23
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0221	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	2,067.17
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0261	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	4,121.53
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0291	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	5,708.91
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0411	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	5,077.17
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0601	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	2,528.02
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0701	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	4,385.37
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0791	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	4,318.54
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0801	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	5,997.55
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0821	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	2,443.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0831	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	3,948.70
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0857	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	2,449.13
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9323	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for purchases	0000087595	(49,444.10)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0671	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Sea Breeze ES	0000087641	5,354.09
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0671	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Sea Breeze ES	0000087641	3,496.07
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES - Pl	0000087642	13,049.85
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES - Pl	0000087642	1,554.24
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES - Pl	0000087642	998.31
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES - Pl	0000087642	2,022.73
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES - Pl	0000087642	28.71
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES - Pl	0000087642	130.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415201	Instr Assist Regular Pay	0731	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Horizon Acade	0000087649	(28,644.30)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0731	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Horizon Acade	0000087649	16,082.90
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0731	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Horizon Acade	0000087649	3,411.53
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0731	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Horizon Acade	0000087649	219.13
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0731	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Horizon Acade	0000087649	(4.44)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0731	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Horizon Acade	0000087649	(63.02)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0731	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Horizon Acade	0000087649	286.44
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0861	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lincoln MS -	0000087650	7,829.47
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0861	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lincoln MS -	0000087650	932.49
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0861	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lincoln MS -	0000087650	598.95
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0861	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lincoln MS -	0000087650	78.29
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0861	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Lincoln MS -	0000087650	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0821	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for pu	0000087743	57.90
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9323	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for pu	0000087743	(57.90)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0261	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for pu	0000087794	177.55
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9323	15001	Grants Program	SDMC4	4932304576	5100000000	Moving funds to schools for pu	0000087794	(177.55)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	228,800.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412109	Teachers Other	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	450,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412109	Teachers Other	9323	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	35,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415109	Teacher Aides Other	9305	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	20,800.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415109	Teacher Aides Other	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	158,400.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	29,727.36
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	79,606.44

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9323	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	4,168.50
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	19,094.40
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	51,132.60
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9323	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	2,677.50
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	2,496.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	6,684.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	350.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	431001	Prof & Technical Services	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	288,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	433001	Local Travel	9323	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	400.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	48,100.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439001	Other Purchased Services	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	5,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439002	Printing	9323	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	3,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2101	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	6,110.42
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	61,635.57
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	98,457.51
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2120	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	35,281.05
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	26,035.71
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2122	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	3,825.66
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2123	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	32,624.35
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2124	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	26,513.92
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2131	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	19,234.55
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2141	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	26,035.71
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2161	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	3,825.66
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	48,723.98
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2181	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	25,982.58
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2182	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	39,425.51
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	20,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	80,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	5,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	10,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9308	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	18,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9323	15001	Grants Program	SDMC4	4930504573	5100000000	ARP ESSER III Supplemental Pro	0000088025	70,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415102	Teacher Aides Overtime Pay	0762	15001	Grants Program	SDMC4	4930804442	9900000000	Payroll 4/7/23	0000088076	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415102	Teacher Aides Overtime Pay	0821	15001	Grants Program	SDMC4	4930804442	9900000000	Payroll 4/7/23	0000088076	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415102	Teacher Aides Overtime Pay	0852	15001	Grants Program	SDMC4	4930804442	9900000000	Payroll 4/7/23	0000088076	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0671	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll 4/7/23	0000088076	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0801	15001	Grants Program	SDMC4	4930804442	9900000000	Payroll 4/7/23	0000088076	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0821	15001	Grants Program	SDMC4	4930804442	9900000000	Payroll 4/7/23	0000088076	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	0671	15001	Grants Program	SDMC4	4930804442	9900000600	Payroll 4/7/23	0000088076	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	0821	15001	Grants Program	SDMC4	4930804442	9900000000	Payroll 4/7/23	0000088076	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	0271	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple Cost	0000088093	(1,682.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464201	Non-Capitalized FF&E	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple Cost	0000088093	(270.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple Cost	0000088093	270.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	433004	Out of County Travel-Field Trp	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Moody ES	0000088094	(2,200.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	0411	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(6,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412103	Teachers Supplements	0431	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0411	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(714.60)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0411	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(459.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	658.40
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0411	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(930.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0411	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(13.20)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0411	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(60.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0411	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	6,176.80
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	4,453.33
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	575.05
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(658.40)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0431	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0421	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	546.67
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	0271	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - Multiple CC	0000088280	(50.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9318	15001	Grants Program	SDMC4	4931804263	5100000000	Title I Part D	0000088386	1,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2101	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	1,595.43
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	16,092.99

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	25,707.16
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2120	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	9,211.85
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	6,797.90
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2122	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	998.86
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2123	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	8,518.19
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2124	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	6,922.76
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2131	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	5,022.12
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2141	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	6,797.90
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2161	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	998.88
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	12,721.79
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2181	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	6,784.03
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2182	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	10,293.96
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	452001	Textbooks	9308	15001	Grants Program	SDMC4	4930504574	5100000000	ESSER III Instructional Mat	0000088444	595,815.18
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	431001	Prof & Technical Services	9305	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - CC 9305	0000088615	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - CC 9305	0000088615	29,450.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - CC 9305	0000088615	70,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - CC 9305	0000088615	(500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461901	Technology Related Library Bks	9305	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - CC 9305	0000088615	(500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464201	Non-Capitalized FF&E	9305	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A - CC 9305	0000088615	(900.00)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	144,144.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415109	Teacher Aides Other	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	60,060.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	24,320.70
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	15,621.61
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	27,057.02
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	449.25
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	2,042.04
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	431901	Tech-Related Prof & Tech Serv	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	20,056.58
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	433002	Local Travel - Field Trips	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	2,400.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	24,538.86
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2101	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	3,117.67
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	22,349.05
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	40,863.95
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2120	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	14,916.14
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	9,840.62
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2122	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	2,191.87
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2123	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	13,025.45
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2124	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	10,341.48
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2131	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	8,110.53
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2141	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	11,071.66
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2161	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	1,855.42
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	20,596.27
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2181	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	7,589.46
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504533	5100000000	930504533 Summer Learning Camp	0000088694	10,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	10,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	369.39
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	525.41
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	(369.39)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	(525.41)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	3,398.01
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	3,399.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	55.99
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	56.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	(3,398.01)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	(3,399.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	(55.99)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	(56.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000088699	1.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	1,998.84
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	2,001.41
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	1,283.89
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	1,285.54
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	(3,394.62)

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	(3,399.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	(55.93)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	(56.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	167.83
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173	0000088703	168.04
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2104	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Funds to fin	0000088742	160.08
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2171	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Funds to fin	0000088742	(544.20)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464201	Non-Capitalized FF&E	2171	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Funds to fin	0000088742	544.20
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	2104	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Part A - Funds to fin	0000088742	(160.08)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	431901	Tech-Related Prof & Tech Serv	9305	15001	Grants Program	SDMC4	4930504572	5100000000	Homeless ARP - Moved Budget to	0000088785	(4,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	437902	Cell Phone	9305	15001	Grants Program	SDMC4	4930504572	5100000000	Homeless ARP - Moved Budget to	0000088785	4,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Part A	0000088790	2,353.82
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Part A	0000088790	2,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant	0000088792	2,166.98
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant	0000088792	(2,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant	0000088792	6,355.64
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504073	5130000000	Title III Part A Immigrant	0000088792	2,363.18
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504073	5130000000	Title III Part A Immigrant	0000088792	159.75
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Roll f	0000088805	1,150.49
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Roll f	0000088805	130.49
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Roll f	0000088805	56.08
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Roll f	0000088805	(303.56)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Roll f	0000088805	(0.13)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Roll f	0000088805	7.57
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Roll f	0000088805	180.32
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL - Roll f	0000088805	(609.87)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	2,296.12
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	2,227.35
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	2,029.70
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	2,177.56
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	2,296.11
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	2,384.87
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	2,296.12
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	413401	Other Cert Regular Pay	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	2,447.53
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	10,925.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	260.44
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	252.64
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	230.22
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	251.72
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	260.44
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	270.50
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	260.44
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	277.61
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	1,301.18
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	111.92
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	108.56
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	98.93
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	121.83
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	111.92
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	116.24
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	111.92
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	119.30
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	835.77
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(605.83)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(587.69)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(443.54)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(1,233.62)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(605.83)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(629.25)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(605.83)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(645.78)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(0.25)

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(0.24)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(0.22)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(0.34)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(0.25)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(0.26)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(0.25)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423201	Life Insurance	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(0.27)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0051	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	15.11
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0261	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	14.66
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	13.36
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0541	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	16.32
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0621	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	15.11
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0641	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	15.69
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	15.11
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	0741	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	16.11
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	109.25
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	254.67
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(692.08)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL - Roll f	0000088805	(3,588.97)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415102	Teacher Aides Overtime Pay	0741	15001	Grants Program	SDMC4	4930804442	9900000000	No budget exists error occurre	0000088899	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0601	15001	Grants Program	SDMC4	4930804442	9900000600	No budget exists error occurre	0000088899	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant Bud	0000088931	(10,032.66)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant Bud	0000088931	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant Bud	0000088931	13,838.66
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504073	5100000000	Title III Part A Immigrant Bud	0000088931	2,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504073	5130000000	Title III Part A Immigrant Bud	0000088931	5,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	9318	15001	Grants Program	SDMC4	4931804263	5100000000	Budget Transfer Title I Part D	0000088933	500.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	453001	Periodicals	9318	15001	Grants Program	SDMC4	4931804263	5100000000	Budget Transfer Title I Part D	0000088933	(500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504053	5100000000	4053 Title III Part A ESOL Bud	0000088999	3,639.60
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0051	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	(590.62)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0261	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	(1,323.95)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0281	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	(1,187.30)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0621	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	(653.80)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0641	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	2,069.87
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0691	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	(2,048.96)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0741	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	(2,048.96)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	(1,609.70)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504053	5130000000	4053 Title III Part A ESOL Bud	0000088999	(851.81)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9305	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(461,239.74)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(1,678,446.56)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9310	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(118,488.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	413401	Other Cert Regular Pay	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	413403	Other Cert Supplements	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(1,602,473.10)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415201	Instr Assist Regular Pay	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(59,970.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415209	Instr Assist Other	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(58,500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(83,703.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(496,137.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(164,400.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(49,906.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(6,329.70)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(415,184.94)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(46,153.90)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(76.50)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(35,284.84)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(4,475.25)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(293,562.69)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(32,708.42)

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(61,114.27)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(7,751.25)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(426,970.60)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(23,645.69)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(1,014.73)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(128.70)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(7,089.32)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(392.61)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(4,612.40)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(585.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Cleanup	0000089008	(38,374.21)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(4,265.61)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	431001	Prof & Technical Services	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(200,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(610,160.84)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9317	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(214,245.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439002	Printing	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(5,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(0.10)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(115,750.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(100,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(12,250.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(12,250.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	452001	Textbooks	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(12,443,336.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	452001	Textbooks	9799	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(16,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	461001	Library Books	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	464401	Non-Capitalized Computer Hardw	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Cleanup	0000089008	(1,533.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51300	ESOL	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	5130000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51300	ESOL	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	5130000000	ESSER III Amendment Cleanup	0000089008	(76.50)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504323	5100000000	Budget Adjustment Title I Part	0000089051	136,454.50
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504323	5100000000	Budget Adjustment Title I Part	0000089051	170,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	0061	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089104	(5,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0061	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089104	(500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0061	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089104	15,556.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0061	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089104	7,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9305	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	461,239.74
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	1,678,446.56
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415101	Teacher Aides Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	1,602,473.10
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	415209	Instr Assist Other	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	58,500.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	416301	NCH Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	538,702.13
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	54,933.65
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9307	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	6,967.35
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	281.34
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	390,757.53
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	3,032.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	35,361.34
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	4,475.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	430.92
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	292,201.07
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	3,093.11
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	76.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	61,114.27
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9307	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	7,751.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	434,721.85
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	1,014.73
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	9307	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	128.70
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	423201	Life Insurance	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	7,218.02
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	4,612.40
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9307	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	585.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9307	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	56.94

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	32,809.20
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930504379	9900000000	ESSER III Amendment Budget	0000089117	416.19
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	431001	Prof & Technical Services	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	40,860.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	431002	Prof & Technical Serv-Subs	9323	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	50,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	610,160.84
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9317	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	214,245.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	439002	Printing	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	5,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	115,750.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	1,450,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451001	Supplies	9318	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	283,703.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	965.22
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	20,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9310	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	24,500.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	452001	Textbooks	9308	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	11,093,336.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504379	5100000000	ESSER III Amendment Budget	0000089117	16,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51300	ESOL	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	5130000000	ESSER III Amendment Budget	0000089117	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51300	ESOL	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	5130000000	ESSER III Amendment Budget	0000089117	76.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412101	Teachers Regular Pay	0151	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089166	8,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089166	952.80
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089166	612.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089166	1,240.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089166	17.60
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089166	80.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	0151	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A 4323 Budget Tra	0000089166	3,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9318	15001	Grants Program	SDMC4	4931804263	5100000000	Title I Part D 4263 Budget Tra	0000089184	(375.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	453001	Periodicals	9318	15001	Grants Program	SDMC4	4931804263	5100000000	Title I Part D 4263 Budget Tra	0000089184	(191.64)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A 4323 Palm View Tr	0000089190	5,200.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A 4323 Palm View Tr	0000089190	619.32
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A 4323 Palm View Tr	0000089190	397.80
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A 4323 Palm View Tr	0000089190	52.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	473001	Dues and Fees	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Pt C Grant 4933 Transf	0000089193	106.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Pt A ESOL Grant 4053	0000089198	(3,850.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Homeless Grant 4093 T	0000089206	(42.90)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504093	5100000000	Title IX Homeless Grant 4093 T	0000089206	42.90
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A Grant 4323 Till	0000089303	8,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A Grant 4323 Till	0000089303	952.80
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A Grant 4323 Till	0000089303	612.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0521	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Part A Grant 4323 Till	0000089303	80.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0061	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A Transfer to Cover	0000089369	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A Transfer to Cover	0000089369	3,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A Transfer to Cover	0000089369	800.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0061	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A Transfer to Cover	0000089369	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0601	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A Transfer to Cover	0000089369	(800.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	452001	Textbooks	0072	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A Transfer to Cover	0000089369	(3,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Pt A ESOL Budget Tra	0000089397	(376.98)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Pt A ESOL Budget Tra	0000089397	(11,500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Pt A ESOL Budget Tra	0000089397	(1,369.65)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	422001	FICA	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Pt A ESOL Budget Tra	0000089397	(879.75)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	423101	Health & Hospitalizations	0691	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Pt A ESOL Budget Tra	0000089397	(4,860.11)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Pt A ESOL Budget Tra	0000089397	(115.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Pt A ESOL Budget Tra	0000089397	(109.48)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 BUDGET revised based	0000089659	(63,019.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 BUDGET revised based	0000089659	63,233.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 BUDGET revised based	0000089659	26.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 BUDGET revised based	0000089659	17.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 BUDGET revised based	0000089659	2.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439001	Other Purchased Services	9323	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 BUDGET revised based	0000089659	(2,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 BUDGET revised based	0000089659	(1,377.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464401	Non-Capitalized Computer Hardw	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 BUDGET revised based	0000089659	3,250.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	5100000000	Title I Part C 4933 Budget Tra	0000089677	71.82
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(21,109.40)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	821.26

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	21,965.78
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(1,902.32)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(1,907.60)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(1,224.31)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(1,220.81)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	3,890.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	3,890.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	65.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	65.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(159.48)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(159.90)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436001	Rentals	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(5,775.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439001	Other Purchased Services	9323	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	(880.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	500.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	500.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	1,402.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 budget revised based	0000089678	1,402.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	28,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	(2,073.66)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0861	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	(28,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	(246.97)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	(158.63)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0761	15001	Grants Program	SDMC4	4932304173	5100000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	(20.74)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5100000000	Title III Part A ESOL 4053 Tra	0000089684	(182.48)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51300	ESOL	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	5130000000	Title III Part A ESOL 4053 Tra	0000089684	452.76
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	(13,348.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	(32,718.48)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	12,537.42
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	33,957.26
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	(3,503.51)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	(3,259.59)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	(119.22)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	38.26
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	3,399.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	3,399.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	56.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423201	Life Insurance	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	56.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	(8.57)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	11.03
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439001	Other Purchased Services	9323	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	(3,200.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	190.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089694	190.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089699	(80.86)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089699	(1.44)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089699	(5.83)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 budget revision based	0000089699	(0.10)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Student Supp Grant 41	0000089788	(2,900.00)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2121	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Student Supp Grant 41	0000089788	686.57
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Student Supp Grant 41	0000089788	101,303.89
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Student Supp Grant 41	0000089788	36,875.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Student Supp Grant 41	0000089788	(8,894.67)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	461001	Library Books	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Student Supp Grant 41	0000089788	10,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	2121	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Student Supp Grant 41	0000089788	2,800.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	9305	15001	Grants Program	SDMC4	4930504113	5100000000	Title IV Student Supp Grant 41	0000089788	40,725.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000089983	16,348.14
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000089983	35,718.48
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0151	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000089983	(16,348.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 21ST CENT	0000089983	(35,718.48)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416101	NB Support Regular Pay	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 21ST CENT	0000089986	30,080.70
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 21ST CENT	0000089986	(30,080.70)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 $2500 for Trish and H	0000089996	(2,073.66)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 $2500 for Trish and H	0000089996	(246.97)

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 $2500 for Trish and H	0000089996	(158.63)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4932304183	5100000000	BT2 4183 $2500 for Trish and H	0000089996	(20.74)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	416301	NCH Regular Pay	0051	15001	Grants Program	SDMC4	4932304163	5100000000	BT2 4183 $2500 for Trish and H	0000090001	(2,073.66)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0051	15001	Grants Program	SDMC4	4932304163	5100000000	BT2 4183 $2500 for Trish and H	0000090001	(246.97)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0051	15001	Grants Program	SDMC4	4932304163	5100000000	BT2 4183 $2500 for Trish and H	0000090001	(158.63)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	424001	Worker's Compensation	0051	15001	Grants Program	SDMC4	4932304163	5100000000	BT2 4183 $2500 for Trish and H	0000090001	(20.74)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	431901	Tech-Related Prof & Tech Serv	9305	15001	Grants Program	SDMC4	4930504572	5100000000	ARP Homeless Grant 4572 Transf	0000090095	(6,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	437902	Cell Phone	9305	15001	Grants Program	SDMC4	4930504572	5100000000	ARP Homeless Grant 4572 Transf	0000090095	6,746.66
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	451901	Supplies Tech Related	9305	15001	Grants Program	SDMC4	4930504572	5100000000	ARP Homeless Grant 4572 Transf	0000090095	(1,748.18)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	51010	Instructional - Basic K-12	464901	Tech FF&E Non Capitalized	9305	15001	Grants Program	SDMC4	4930504572	5100000000	ARP Homeless Grant 4572 Transf	0000090095	1,748.18
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153	0000090467	178.08
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153	0000090467	(178.08)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2102	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A Grant 4323 Transf	0000090634	51,173.06
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	464401	Non-Capitalized Computer Hardw	2102	15001	Grants Program	SDMC4	4930504323	5100000000	Title I Pt A Grant 4323 Transf	0000090634	(51,173.06)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	411103	Adm/Direct Supplements	0151	15001	Grants Program	SDMC4	4930504593	5100000000	Title I UniSIG Supplemental Gr	0000090755	(22,500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	411103	Adm/Direct Supplements	0261	15001	Grants Program	SDMC4	4930504593	5100000000	Title I UniSIG Supplemental Gr	0000090755	(30,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412109	Teachers Other	0151	15001	Grants Program	SDMC4	4930504593	5100000000	Title I UniSIG Supplemental Gr	0000090755	(2,664.90)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412109	Teachers Other	0261	15001	Grants Program	SDMC4	4930504593	5100000000	Title I UniSIG Supplemental Gr	0000090755	(3,197.88)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504593	5100000000	Title I UniSIG Supplemental Gr	0000090755	(7,500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0151	15001	Grants Program	SDMC4	4930504593	5100000000	Title I UniSIG Supplemental Gr	0000090755	2,664.90
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	422001	FICA	0261	15001	Grants Program	SDMC4	4930504593	5100000000	Title I UniSIG Supplemental Gr	0000090755	3,197.88
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	439401	Dist to Charter-NonFEFP	2161	15001	Grants Program	SDMC4	4930504593	5100000000	Title I UniSIG Supplemental Gr	0000090755	7,500.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	421103	Retirement System	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 421103	0000091019	68.78
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	51010	Instructional - Basic K-12	423101	Health & Hospitalizations	0301	15001	Grants Program	SDMC4	4932304153	5100000000	BT2 4153 421103	0000091019	(68.78)
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504573	5200000000	ARP ESSER III Supplemental Pro	0000088025	225,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504573	5200000000	ARP ESSER III Supplemental Pro	0000088025	26,797.50
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	422001	FICA	9305	15001	Grants Program	SDMC4	4930504573	5200000000	ARP ESSER III Supplemental Pro	0000088025	17,212.50
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504573	5200000000	ARP ESSER III Supplemental Pro	0000088025	2,250.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504573	5200000000	ARP ESSER III Supplemental Pro	0000088025	944.50
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	150,696.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	415109	Teacher Aides Other	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	62,790.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	25,426.18
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	422001	FICA	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	16,331.68
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	28,286.90
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	469.67
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	2,134.86
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	433002	Local Travel - Field Trips	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	2,400.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	12,700.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	10,000.00
2	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504533	5200000000	930504533 Summer Learning Camp	0000088694	10,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	411209	Other SAMP Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	412109	Teachers Other	9307	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	412109	Teachers Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	413109	Occup Spec Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(7,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	413409	Other Cert Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	415109	Teacher Aides Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(43,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	416301	NCH Regular Pay	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(250,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	421103	Retirement System	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(27,050.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(76.50)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(23,319.33)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(2,500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	436901	Technology-Related Rentals	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(64,581.25)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	451001	Supplies	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Cleanup	0000089008	(10,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	411209	Other SAMP Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	412109	Teachers Other	9307	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	412109	Teachers Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	3,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	413109	Occup Spec Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	7,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	413409	Other Cert Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	1,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	415109	Teacher Aides Other	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	43,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	416301	NCH Regular Pay	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	250,000.00

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	421103	Retirement System	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	27,050.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	76.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	19,125.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	2,500.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	436901	Technology-Related Rentals	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	64,581.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	52010	Exceptional Student Education	451001	Supplies	9310	15001	Grants Program	SDMC4	4930504379	5200000000	ESSER III Amendment Budget	0000089117	10,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	421103	Retirement System	2011	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	8,422.04
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	(8,422.04)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	422001	FICA	2011	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	5,409.62
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	422001	FICA	9310	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	(5,409.62)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423101	Health & Hospitalizations	2011	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	9,369.61
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	(9,369.61)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423201	Life Insurance	2011	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	155.57
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	(155.57)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	424001	Worker's Compensation	2011	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	707.14
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	52010	Exceptional Student Education	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004203	5200000000	IDEA K-12 Benefits Allocation	0000089203	(707.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(1,055.17)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433004	Out of County Travel-Field Trp	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	250.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0181	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	13.04
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0281	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(79.69)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	693.87
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(84.19)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(115.81)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(385.69)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0691	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(79.69)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	27.74
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(271.61)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0761	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(79.69)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	70.52
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0853	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(79.69)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0861	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	(88.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Requested by Angelo Presa	0000087540	1,264.06
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433005	Out of State Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Rochelle Banach, Chicago confe	0000087606	(3,776.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Rochelle Banach, Chicago confe	0000087606	3,776.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Dale Smith Sugg TSA Nationals	0000087648	(9,900.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Dale Smith Sugg TSA Nationals	0000087648	8,700.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	473001	Dues and Fees	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Dale Smith Sugg TSA Nationals	0000087648	1,200.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	2,331.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	1,243.20
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0181	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	142.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0231	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	(142.45)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0281	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	(621.60)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	569.80
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	777.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0611	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	854.70
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	427.35
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0691	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	(284.90)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	(712.25)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0761	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	(427.35)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	569.80
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	1,424.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0853	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	142.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433001	Local Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Subs teachers and Adjustments.	0000087912	(6,293.70)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433001	Local Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	2,635.68
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0231	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(2.87)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(186.80)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(0.02)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(250.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(255.47)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(750.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0861	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(513.67)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(70.24)

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(129.49)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(212.24)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(19.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433004	Out of County Travel-Field Trp	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(245.88)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433005	Out of State Travel	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	41.66
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433005	Out of State Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines . Ang	0000087915	(41.66)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative funds	0000087921	12.95
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative funds	0000087921	(12.95)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative funds	0000087921	1,642.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative funds	0000087921	(1,642.45)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Susan Grainger Nationals	0000088174	(2,940.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Susan Grainger Nationals	0000088174	2,940.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088200	(277.59)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088200	135.14
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088200	1,256.15
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088200	142.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088200	(1,256.15)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088203	277.59
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088203	(135.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088203	(1,256.15)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088203	(142.45)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negatives lines	0000088203	1,256.15
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000		0000088230	135.14
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0072	15001	Grants Program	SDMC4	4932304243	5300000000		0000088230	1,256.15
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0581	15001	Grants Program	SDMC4	4932304243	5300000000		0000088230	(1,533.74)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0762	15001	Grants Program	SDMC4	4932304243	5300000000		0000088230	142.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	(82.47)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	(0.80)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	92.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	(83.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	179.02
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	191.94
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	(180.92)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	79.60
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Rental and charter Bus	0000088337	(195.48)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	(82.47)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	(0.80)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	92.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	(83.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	179.02
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	191.94
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	(180.92)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	79.60
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Charter Buses	0000088390	(195.48)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088393	2,087.53
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088393	1,625.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088393	838.57
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088393	2,701.86
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088393	1,045.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088393	1,042.87
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088393	1,690.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088393	(11,030.83)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088394	195.17
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088394	119.42
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088394	50.01
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088394	183.94
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088394	63.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088394	134.21
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088394	(746.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088395	28.32
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088395	16.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088395	8.39

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088395	27.02
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088395	10.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088395	10.42
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088395	16.90
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Correcting Negatives lines NCH	0000088395	(117.75)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Cleaning negatives lines	0000088400	420.15
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Cleaning negatives lines	0000088400	24.40
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Cleaning negatives lines	0000088400	268.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Cleaning negatives lines	0000088400	121.17
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Cleaning negatives lines	0000088400	376.36
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Cleaning negatives lines	0000088400	210.12
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Cleaning negatives lines	0000088400	162.88
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Cleaning negatives lines	0000088400	(1,583.33)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing travel Negatives Line	0000088404	(1,085.62)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0072	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing travel Negatives Line	0000088404	164.94
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing travel Negatives Line	0000088404	1.60
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing travel Negatives Line	0000088404	166.28
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing travel Negatives Line	0000088404	361.84
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing travel Negatives Line	0000088404	390.96
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines rental	0000088407	92.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines rental	0000088407	427.35
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines rental	0000088407	(519.60)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines Dues a	0000088411	(2,331.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines Dues a	0000088411	3,284.90
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines Dues a	0000088411	(953.90)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines Dues a	0000088411	142.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines Dues a	0000088411	(142.45)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	473001	Dues and Fees	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines Dues a	0000088411	175.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	473001	Dues and Fees	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Clearing negative lines Dues a	0000088411	(175.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(427.35)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(0.20)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(43.25)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	0.20
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433001	Local Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	43.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(0.18)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433005	Out of State Travel	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	30.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433005	Out of State Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(30.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(358.04)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(383.88)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	742.10
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(0.80)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	(83.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	191.94
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments Angelo Presa	0000088596	319.35
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	43.05
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	(43.25)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	0.20
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	(0.18)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433005	Out of State Travel	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	30.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433005	Out of State Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	(30.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	(358.04)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	(383.88)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	742.10
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	(0.80)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	(83.14)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	191.94
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	(427.35)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments , Angelo Presa	0000088664	319.35
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	473001	Dues and Fees	9323	15001	Grants Program	SDMC4	4932304823	5350000000	BT2 4823 FW	0000088695	70.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431001	Prof & Technical Services	0762	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	427.35
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	431002	Prof & Technical Serv-Subs	0711	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	43.25
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433002	Local Travel - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	0.18

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433005	Out of State Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	(1,296.64)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	(3,776.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	358.04
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0752	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	383.88
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	3,776.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0351	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	0.80
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0652	15001	Grants Program	SDMC4	4932304243	5300000000	Adjustments. Angelo presa	0000088776	83.14
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433001	Local Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Ballard PCHS Hotel and Millage	0000088779	(600.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Ballard PCHS Hotel and Millage	0000088779	600.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	FBLA Nationals LRHS	0000088863	1,500.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	9323	15001	Grants Program	SDMC4	4932304243	5300000000	FBLA Nationals LRHS	0000088863	(1,500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416102	NB Support Overtime Pay	0752	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Open payroll line as	0000088896	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	415102	Teacher Aides Overtime Pay	0211	15001	Grants Program	SDMC4	4021104103	5350000000	BT2 4243 Open payroll line as	0000088924	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	53010	Career Education - 9-12	451001	Supplies	9318	15001	Grants Program	SDMC4	4930504379	5300000000	ESSER III Amendment Cleanup	0000089008	(11,460.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104103	5350000000	BT2 4103 Open payroll line as	0000089011	(834.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	473002	Professional Development	0211	15001	Grants Program	SDMC4	4021104103	5350000000	BT2 4103 Open payroll line as	0000089011	834.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	0581	15001	Grants Program	SDMC4	4932304243	5300000000	Sugg MS	0000089054	30.53
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Sugg MS	0000089054	(30.53)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Leahy BCMS & Smith SEHS	0000089096	(12,222.92)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Leahy BCMS & Smith SEHS	0000089096	10,392.92
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Leahy BCMS & Smith SEHS	0000089096	1,830.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0431	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals for April	0000089236	89.51
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0721	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals for April	0000089236	179.02
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0842	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals for April	0000089236	432.41
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0852	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals for April	0000089236	383.04
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	9323	15001	Grants Program	SDMC4	4932304243	5300000000	Rentals for April	0000089236	(1,083.98)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	473001	Dues and Fees	0211	15001	Grants Program	SDMC4	4021104103	5350000000	BT2 4103 473001 to 473002 as r	0000089478	(444.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	473002	Professional Development	0211	15001	Grants Program	SDMC4	4021104103	5350000000	BT2 4103 473001 to 473002 as r	0000089478	444.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	415102	Teacher Aides Overtime Pay	0211	15001	Grants Program	SDMC4	4021104103	5350000000	BT2 4103 Perkins Postsec c/o M	0000090565	89.82
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53500	Instruction-Career&TechnicalED	416301	NCH Regular Pay	0211	15001	Grants Program	SDMC4	4021104103	5350000000	BT2 4103 Perkins Postsec c/o M	0000090565	(89.82)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416102	NB Support Overtime Pay	0752	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	1,199.59
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0281	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(1,250.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0351	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	564.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0431	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	1,335.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0581	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	1,462.14
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0611	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	175.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0652	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	2,185.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0721	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	650.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0752	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	1,730.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0761	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(2,970.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0762	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	660.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	0853	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	644.28
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(6,385.01)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0351	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	156.44
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0431	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	177.79
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0581	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	201.57
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0611	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	97.85
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0652	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	290.24
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0721	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	87.09
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0752	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	126.95
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0761	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(445.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0762	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	89.44
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0842	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(97.85)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	0853	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	6.37
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(690.89)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0351	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	32.74
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0431	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	99.87
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0581	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	84.79
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0611	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	4.41
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0652	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	157.17
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0721	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	44.95
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0752	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	11.22

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0762	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	50.49
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	0853	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	27.43
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	422001	FICA	9323	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(513.07)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0281	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(10.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0351	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	5.64
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0431	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	13.35
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0581	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	14.62
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0611	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	1.75
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0652	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	21.85
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0691	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(10.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0721	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	6.50
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0752	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	29.29
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0761	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(10.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0762	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	6.60
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	0853	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	6.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(76.05)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0431	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(992.45)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	433006	Out of State - Field Trips	0581	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	992.45
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0431	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	89.51
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0611	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(89.51)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	0842	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	432.41
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	436001	Rentals	9323	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(432.41)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	0861	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	44.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	53010	Career Education - 9-12	451001	Supplies	9323	15001	Grants Program	SDMC4	4932304243	5300000000	BT2 4243 Perkins Secondary	0000090644	(44.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	473001	Dues and Fees	9323	15001	Grants Program	SDMC4	4932304823	5400000000	BT2 4823 FW	0000088695	(70.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	421103	Retirement System	9318	15001	Grants Program	SDMC4	4931804263	5400000000	Title I Pt D - Budget Transfer	0000089642	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	422001	FICA	9318	15001	Grants Program	SDMC4	4931804263	5400000000	Title I Pt D - Budget Transfer	0000089642	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	424001	Worker's Compensation	9318	15001	Grants Program	SDMC4	4931804263	5400000000	Title I Pt D - Budget Transfer	0000089642	-
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	412201	P/T with FRS Regular Pay	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	3,233.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	385.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	422001	FICA	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	247.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	1,482.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	423201	Life Insurance	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	25.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	424001	Worker's Compensation	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	32.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	(1,148.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	436002	Rentals Software	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	(900.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	451001	Supplies	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 ADULT GE Amendment 1	0000090349	(2,380.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433003	Out of County Travel	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 4423 ADULT GE	0000090520	(97.47)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	54010	Adult General	433005	Out of State Travel	0211	15001	Grants Program	SDMC4	4021104423	5400000000	BT2 4423 ADULT GE	0000090520	97.47
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	55010	Prekindergarden	431001	Prof & Technical Services	9307	15001	Grants Program	SDMC4	4930504323	5500000000	Early Learning 9307	0000088003	(50,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	55010	Prekindergarden	451001	Supplies	9307	15001	Grants Program	SDMC4	4930504323	5500000000	Early Learning 9307	0000088003	110,724.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	55010	Prekindergarden	452001	Textbooks	9307	15001	Grants Program	SDMC4	4930504323	5500000000	Early Learning 9307	0000088003	(2,500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	55010	Prekindergarden	459001	Other Materials and Supplies	9307	15001	Grants Program	SDMC4	4930504323	5500000000	Early Learning 9307	0000088003	(2,500.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	55010	Prekindergarden	451001	Supplies	9307	15001	Grants Program	SDMC4	4930504323	5500000000	Title I Part A - Multiple Cost	0000088093	(4,406.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	416201	B Support Regular Pay	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Cleanup	0000089008	(108,000.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	421103	Retirement System	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Cleanup	0000089008	(11,685.60)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Cleanup	0000089008	(8,262.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	423101	Health & Hospitalizations	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Cleanup	0000089008	(14,310.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	423201	Life Insurance	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Cleanup	0000089008	(237.60)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	424001	Worker's Compensation	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Cleanup	0000089008	(1,080.00)
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	416201	B Support Regular Pay	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Budget	0000089117	108,000.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	421103	Retirement System	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Budget	0000089117	11,685.60
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Budget	0000089117	8,262.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	423101	Health & Hospitalizations	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Budget	0000089117	14,310.00
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	423201	Life Insurance	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Budget	0000089117	237.60
2	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	55010	Prekindergarden	424001	Worker's Compensation	9307	15001	Grants Program	SDMC4	4930504379	5500000000	ESSER III Amendment Budget	0000089117	1,080.00
																				4,254,645.68
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	0671	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Sea Breeze ES	0000087641	600.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	0671	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Sea Breeze ES	0000087641	71.46
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	0671	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Sea Breeze ES	0000087641	45.90
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	0671	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Sea Breeze ES	0000087641	6.00

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	459001	Other Materials and Supplies	0601	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A - Moody ES - Pl	0000087642	(2,360.38)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	0731	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A - Horizon Acade	0000087649	2,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	0731	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A - Horizon Acade	0000087649	238.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	0731	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A - Horizon Acade	0000087649	153.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	0731	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A - Horizon Acade	0000087649	20.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	437011	Postage	0731	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Horizon Acade	0000087649	165.02
3	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Services	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504573	6100000000	ARP ESSER III Supplemental Pro	0000088025	25,200.00
3	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504573	6100000000	ARP ESSER III Supplemental Pro	0000088025	3,001.32
3	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504573	6100000000	ARP ESSER III Supplemental Pro	0000088025	1,927.80
3	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504573	6100000000	ARP ESSER III Supplemental Pro	0000088025	252.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	0381	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Multiple Cost	0000088093	(79.76)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	0381	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A - Multiple Cost	0000088093	79.76
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0271	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A - Multiple CC	0000088280	50.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504323	6150210000	Title I Part A - CC 9305	0000088615	3,291.59
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504323	6150210000	Title I Part A - CC 9305	0000088615	(3,291.59)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	416301	NCH Regular Pay	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000088765	(15,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	423101	Health & Hospitalizations	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000088765	(18,070.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	431001	Prof & Technical Services	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000088765	6,070.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	433005	Out of State Travel	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000088765	12,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	459001	Other Materials and Supplies	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Cover Expenses	0000088765	15,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Part A	0000088790	(6,548.72)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504093	6110000000	Title IX Part A	0000088790	1,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504093	6130000000	Title IX Part A	0000088790	2,350.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504093	6150000000	Title IX Part A	0000088790	(1,155.10)
3	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6150000000	Title III Part A ESOL - Roll f	0000088805	(334.99)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504073	6150000000	Title III Part A Immigrant Bud	0000088931	(10,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504073	6150000000	Title III Part A Immigrant Bud	0000088931	(1,191.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	9305	15001	Grants Program	SDMC4	4930504073	6150000000	Title III Part A Immigrant Bud	0000088931	(765.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504073	6150000000	Title III Part A Immigrant Bud	0000088931	(100.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	413401	Other Cert Regular Pay	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(2,606,097.11)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	413409	Other Cert Other	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(20,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	416109	NB Support Other	9310	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	421103	Retirement System	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(281,979.71)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(153.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(76.50)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(76.50)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	422001	FICA	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(200,896.43)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	423101	Health & Hospitalizations	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(345,307.87)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	423201	Life Insurance	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(5,733.41)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	424001	Worker's Compensation	9307	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	-
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	424001	Worker's Compensation	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Cleanup	0000089008	(26,060.97)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	Guid Couns Regular Pay	9305	15001	Grants Program	SDMC4	4930504379	6120000000	ESSER III Amendment Cleanup	0000089008	(6,720,368.47)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504379	6120000000	ESSER III Amendment Cleanup	0000089008	(662,226.03)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6120000000	ESSER III Amendment Cleanup	0000089008	(514,108.19)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504379	6120000000	ESSER III Amendment Cleanup	0000089008	(890,448.82)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504379	6120000000	ESSER III Amendment Cleanup	0000089008	(14,784.81)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504379	6120000000	ESSER III Amendment Cleanup	0000089008	(67,203.68)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	415109	Teacher Aides Other	9310	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	416109	NB Support Other	9310	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Cleanup	0000089008	(76.50)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Cleanup	0000089008	(382.50)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61410	Psychological Services	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	6140000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61410	Psychological Services	413409	Other Cert Other	9317	15001	Grants Program	SDMC4	4930504379	6140000000	ESSER III Amendment Cleanup	0000089008	(20,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61410	Psychological Services	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	6140000000	ESSER III Amendment Cleanup	0000089008	(76.50)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61410	Psychological Services	422001	FICA	9317	15001	Grants Program	SDMC4	4930504379	6140000000	ESSER III Amendment Cleanup	0000089008	(1,530.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61510	Parental Involvement	413409	Other Cert Other	9318	15001	Grants Program	SDMC4	4930504379	6150000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61510	Parental Involvement	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	6150000000	ESSER III Amendment Cleanup	0000089008	(5,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61510	Parental Involvement	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6150000000	ESSER III Amendment Cleanup	0000089008	(382.50)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61510	Parental Involvement	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	6150000000	ESSER III Amendment Cleanup	0000089008	(76.50)

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	411209	Other SAMP Other	9317	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	413109	Occup Spec Other	9317	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Cleanup	0000089008	(76.50)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	422001	FICA	9317	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Cleanup	0000089008	(229.50)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	416301	NCH Regular Pay	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Transfer to Cover Expense	0000089055	(7,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42201	Federal Non Cash Advance	61910	Other Student Support Services	433005	Out of State Travel	9317	15001	Grants Program	SDMC4	4931704522	6190000000	SCAT Transfer to Cover Expense	0000089055	7,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	0061	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A 4323 Budget Tra	0000089104	(1,992.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	0061	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A 4323 Budget Tra	0000089104	(249.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	0061	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A 4323 Budget Tra	0000089104	(152.39)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	0061	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A 4323 Budget Tra	0000089104	(24.10)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	437011	Postage	0061	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A 4323 Budget Tra	0000089104	(100.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	437011	Postage	0061	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A 4323 Budget Tra	0000089104	(100.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0061	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A 4323 Budget Tra	0000089104	2,617.49
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Services	431001	Prof & Technical Services	9318	15001	Grants Program	SDMC4	4930504379	6100000000	ESSER III Amendment Budget	0000089117	93,458.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Services	464401	Non-Capitalized Computer Hardw	9318	15001	Grants Program	SDMC4	4930504379	6100000000	ESSER III Amendment Budget	0000089117	20,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61010	Student Support Services	469201	Non-Capitalized Software	9318	15001	Grants Program	SDMC4	4930504379	6100000000	ESSER III Amendment Budget	0000089117	50,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	413401	Other Cert Regular Pay	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	2,606,097.11
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	2,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	1,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	413409	Other Cert Other	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	20,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	416109	NB Support Other	9310	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	1,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	421103	Retirement System	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	281,979.71
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	153.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	76.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	76.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	422001	FICA	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	199,366.43
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	423101	Health & Hospitalizations	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	345,307.87
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	423201	Life Insurance	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	5,733.41
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61110	Attendance and Social Work	424001	Worker's Compensation	9317	15001	Grants Program	SDMC4	4930504379	6110000000	ESSER III Amendment Budget	0000089117	26,060.97
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Budget	0000089117	1,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	415109	Teacher Aides Other	9310	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Budget	0000089117	2,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	416109	NB Support Other	9310	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Budget	0000089117	3,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Budget	0000089117	76.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61310	Health Services	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	6130000000	ESSER III Amendment Budget	0000089117	382.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61410	Psychological Services	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	6140000000	ESSER III Amendment Budget	0000089117	1,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61410	Psychological Services	413409	Other Cert Other	9317	15001	Grants Program	SDMC4	4930504379	6140000000	ESSER III Amendment Budget	0000089117	20,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61410	Psychological Services	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	6140000000	ESSER III Amendment Budget	0000089117	76.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61410	Psychological Services	422001	FICA	9317	15001	Grants Program	SDMC4	4930504379	6140000000	ESSER III Amendment Budget	0000089117	1,530.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61510	Parental Involvement	413409	Other Cert Other	9318	15001	Grants Program	SDMC4	4930504379	6150000000	ESSER III Amendment Budget	0000089117	1,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61510	Parental Involvement	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	6150000000	ESSER III Amendment Budget	0000089117	5,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61510	Parental Involvement	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6150000000	ESSER III Amendment Budget	0000089117	382.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61510	Parental Involvement	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	6150000000	ESSER III Amendment Budget	0000089117	76.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	411209	Other SAMP Other	9317	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Budget	0000089117	1,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	413109	Occup Spec Other	9317	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Budget	0000089117	2,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Budget	0000089117	1,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Budget	0000089117	76.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61910	Other Student Support Services	422001	FICA	9317	15001	Grants Program	SDMC4	4930504379	6190000000	ESSER III Amendment Budget	0000089117	229.50
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416101	NB Support Regular Pay	0151	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A 4323 Budget Tra	0000089166	(8,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	0151	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A 4323 Budget Tra	0000089166	(952.80)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	0151	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A 4323 Budget Tra	0000089166	(612.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	423101	Health & Hospitalizations	0151	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A 4323 Budget Tra	0000089166	(1,240.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	423201	Life Insurance	0151	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A 4323 Budget Tra	0000089166	(17.60)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	0151	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A 4323 Budget Tra	0000089166	(80.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439001	Other Purchased Services	0151	15001	Grants Program	SDMC4	4930504323	6150000000	Title I Part A 4323 Budget Tra	0000089166	(3,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	0151	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A 4323 Budget Tra	0000089166	(2,000.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	0151	15001	Grants Program	SDMC4	4930504323	6159000000	Title I Part A 4323 Budget Tra	0000089166	2,000.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I Pt C Grant 4933 Transf	0000089193	(21.39)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I Pt C Grant 4933 Transf	0000089193	21.39
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	421103	Retirement System	2011	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	8,758.02
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	421103	Retirement System	9310	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	(8,758.02)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	422001	FICA	2011	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	5,625.43

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	422001	FICA	9310	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	(5,625.43)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	423101	Health & Hospitalizations	2011	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	9,743.39
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	423101	Health & Hospitalizations	9310	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	(9,743.39)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	423201	Life Insurance	2011	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	161.78
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	423201	Life Insurance	9310	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	(161.78)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	424001	Worker's Compensation	2011	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	735.35
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61310	Health Services	424001	Worker's Compensation	9310	15001	Grants Program	SDMC4	4931004203	6130000000	IDEA Benefits Allocation for A	0000089215	(735.35)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	6150000000	Title III Pt A ESOL Budget Tra	0000089397	(500.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504053	6150000000	Title III Pt A ESOL Budget Tra	0000089397	(59.55)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	422001	FICA	9305	15001	Grants Program	SDMC4	4930504053	6150000000	Title III Pt A ESOL Budget Tra	0000089397	(38.25)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504053	6150000000	Title III Pt A ESOL Budget Tra	0000089397	(5.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I Part C 4933 Budget Tra	0000089677	(171.62)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I Part C 4933 Budget Tra	0000089677	(100.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61010	Student Support Services	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504933	6100000000	Title I Part C 4933 Budget Tra	0000089677	(233.78)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I Part C 4933 Budget Tra	0000089677	23.57
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61510	Parental Involvement	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504933	6150000000	Title I Part C 4933 Budget Tra	0000089677	405.71
3	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	61110	Attendance and Social Work	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504113	6110000000	Title IV Student Supp Grant 41	0000089788	2,900.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	413401	Other Cert Regular Pay	0211	15001	Grants Program	SDMC4	4021104423	6120000000	BT2 ADULT GE Amendment 1	0000090349	(2,776.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104423	6120000000	BT2 ADULT GE Amendment 1	0000090349	(334.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	422001	FICA	0211	15001	Grants Program	SDMC4	4021104423	6120000000	BT2 ADULT GE Amendment 1	0000090349	19.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104423	6120000000	BT2 ADULT GE Amendment 1	0000090349	2,106.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	423201	Life Insurance	0211	15001	Grants Program	SDMC4	4021104423	6120000000	BT2 ADULT GE Amendment 1	0000090349	(47.00)
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	61210	Guidance Services	424001	Worker's Compensation	0211	15001	Grants Program	SDMC4	4021104423	6120000000	BT2 ADULT GE Amendment 1	0000090349	56.00
3	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	61210	Guidance Services	413301	Guid Couns Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	6120000000		0000090460	6,129,614.64
																				(2,575,629.37)
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413109	Occup Spec Other	9305	15001	Grants Program	SDMC4	4930504573	6300000000	ARP ESSER III Supplemental Pro	0000088025	90,000.00
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504573	6300000000	ARP ESSER III Supplemental Pro	0000088025	10,719.00
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504573	6300000000	ARP ESSER III Supplemental Pro	0000088025	6,885.00
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504573	6300000000	ARP ESSER III Supplemental Pro	0000088025	900.00
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504573	6300000000	ARP ESSER III Supplemental Pro	0000088025	1,295.21
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504573	6300000000	ARP ESSER III Supplemental Pro	0000088025	5,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	0271	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A - Multiple Cost	0000088093	1,682.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433003	Out of County Travel	9318	15001	Grants Program	SDMC4	4931804263	6300000000	Title I Part D	0000088386	(1,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	411101	Adm/Direct Regular Pay	9305	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A - CC 9305	0000088615	72,161.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A - CC 9305	0000088615	(9,261.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A - CC 9305	0000088615	(10,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	436901	Technology-Related Rentals	9305	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A - CC 9305	0000088615	(9,450.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9305	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A - CC 9305	0000088615	(10,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A - CC 9305	0000088615	(50,000.00)
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	412109	Teachers Other	9305	15001	Grants Program	SDMC4	4930504533	6300000000	930504533 Summer Learning Camp	0000088694	84,832.00
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	415109	Teacher Aides Other	9305	15001	Grants Program	SDMC4	4930504533	6300000000	930504533 Summer Learning Camp	0000088694	3,570.00
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504533	6300000000	930504533 Summer Learning Camp	0000088694	10,528.68
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504533	6300000000	930504533 Summer Learning Camp	0000088694	6,762.76
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504533	6300000000	930504533 Summer Learning Camp	0000088694	884.02
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 21ST CENT	0000088699	(0.99)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 21ST CENT	0000088699	(0.01)
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	60,391.62
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	(9,837.77)
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	6,066.67
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	3,896.73
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	(322.89)
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	112.05
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	509.38
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	437011	Postage	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	22.99
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL - Roll f	0000088805	(69.82)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504573	6300000000	Moving funds for two lines in	0000088887	(1,295.21)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	451001	Supplies	9308	15001	Grants Program	SDMC4	4930504573	6300000000	Moving funds for two lines in	0000088887	1,295.21
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504573	6300000000	Moving funds for two lines in	0000088887	(5,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	459001	Other Materials and Supplies	9308	15001	Grants Program	SDMC4	4930504573	6300000000	Moving funds for two lines in	0000088887	5,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504053	6300000000	4053 Title III Part A ESOL Bud	0000088999	1,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	437011	Postage	9305	15001	Grants Program	SDMC4	4930504053	6300000000	4053 Title III Part A ESOL Bud	0000088999	(22.99)

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	6300000000	4053 Title III Part A ESOL Bud	0000088999	86.56
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6300000000	4053 Title III Part A ESOL Bud	0000088999	1,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(4,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9307	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(13,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9552	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(161,320.78)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(173,968.55)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(179,841.67)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	-
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413403	Other Cert Supplements	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(131,652.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413403	Other Cert Supplements	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	-
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(23,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(4,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9307	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(4,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(6,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9317	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(52,527.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	-
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(37,979.40)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(612.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(382.50)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(3,519.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9317	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(153.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(535.50)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9552	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(220,909.64)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(64,323.70)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	-
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(1,068.02)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423201	Life Insurance	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	-
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	(4,854.62)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Cleanup	0000089008	-
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	0061	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A 4323 Budget Tra	0000089104	(10,000.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	0061	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A 4323 Budget Tra	0000089104	(1,191.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	0061	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A 4323 Budget Tra	0000089104	(765.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	0061	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Part A 4323 Budget Tra	0000089104	(100.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411101	Adm/Direct Regular Pay	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	130,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	2,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	1,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	4,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411109	Adm/Direct Other	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	1,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	3,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9307	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	1,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	1,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	411209	Other SAMP Other	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	13,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	3,056,201.55
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	179,841.67
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	2,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9307	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	3,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	3,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	23,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	413409	Other Cert Other	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	3,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	4,000.00

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9307	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	4,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	6,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9317	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	2,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	416109	NB Support Other	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	3,000.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	52,527.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	421103	Retirement System	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	5,377.49
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	421103	Retirement System	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	15,500.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	37,137.90
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9307	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	612.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	3,645.22
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9310	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	3,519.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9317	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	153.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	422001	FICA	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	10,535.50
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	64,323.70
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	6,555.50
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	17,500.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	1,068.02
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423201	Life Insurance	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	79.68
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	423201	Life Insurance	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	300.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	4,854.62
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9308	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	470.93
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9318	15001	Grants Program	SDMC4	4930504379	6300000000	ESSER III Amendment Budget	0000089117	1,350.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433001	Local Travel	9318	15001	Grants Program	SDMC4	4931804263	6300000000	Title I Part D 4263 Budget Tra	0000089184	(185.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9318	15001	Grants Program	SDMC4	4931804263	6300000000	Title I Part D 4263 Budget Tra	0000089184	751.64
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Pt A ESOL Grant 4053	0000089198	1,251.05
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416101	NB Support Regular Pay	0581	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Pt A Transfer to Cover	0000089369	(800.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	0581	15001	Grants Program	SDMC4	4930504323	6300000000	Title I Pt A Transfer to Cover	0000089369	800.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Pt A ESOL Budget Tra	0000089397	(3,929.73)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Pt A ESOL Budget Tra	0000089397	8,295.28
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Pt A ESOL Budget Tra	0000089397	519.94
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Pt A ESOL Budget Tra	0000089397	333.96
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Pt A ESOL Budget Tra	0000089397	676.66
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Pt A ESOL Budget Tra	0000089397	9.60
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Pt A ESOL Budget Tra	0000089397	43.66
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9305	15001	Grants Program	SDMC4	4930504933	6300000000	Title I Part C 4933 Budget Tra	0000089677	4.30
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 budget revised based	0000089678	(141.64)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 budget revised based	0000089678	(6.33)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 budget revised based	0000089678	(10.31)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 budget revised based	0000089678	(4.38)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423201	Life Insurance	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 budget revised based	0000089678	(0.07)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 budget revised based	0000089678	(0.49)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	2,073.66
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	246.97
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	158.63
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304173	6300000000	BT2 4173 TRISH AND HOLLI'S PAY	0000089680	20.74
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	439002	Printing	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL 4053 Tra	0000089684	119.78
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	451001	Supplies	9305	15001	Grants Program	SDMC4	4930504053	6300000000	Title III Part A ESOL 4053 Tra	0000089684	(390.06)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 budget revision based	0000089694	1,911.94
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 budget revision based	0000089694	244.09
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 budget revision based	0000089694	146.97
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 budget revision based	0000089694	20.54
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 budget revision based	0000089699	80.86
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 budget revision based	0000089699	1.44
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 budget revision based	0000089699	5.83
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304153	6300000000	BT2 4153 budget revision based	0000089699	0.10
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Student Supp Grant 41	0000089788	6,635.70
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Student Supp Grant 41	0000089788	790.31
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Student Supp Grant 41	0000089788	507.63
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Student Supp Grant 41	0000089788	66.36
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	459001	Other Materials and Supplies	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Student Supp Grant 41	0000089788	25,190.10
4	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	464801	Tech FF&E Capitalized	9305	15001	Grants Program	SDMC4	4930504113	6300000000	Title IV Student Supp Grant 41	0000089788	32,400.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304183	6300000000	BT2 4183 $2500 for Trish and H	0000089996	2,073.66

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304183	6300000000	BT2 4183 $2500 for Trish and H	0000089996	246.97
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9323	15001	Grants Program	SDMC4	4932304183	6300000000	BT2 4183 $2500 for Trish and H	0000089996	158.63
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304183	6300000000	BT2 4183 $2500 for Trish and H	0000089996	20.74
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	416301	NCH Regular Pay	9323	15001	Grants Program	SDMC4	4932304163	6300000000	BT2 4183 $2500 for Trish and H	0000090001	2,073.66
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	9323	15001	Grants Program	SDMC4	4932304163	6300000000	BT2 4183 $2500 for Trish and H	0000090001	246.97
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	422001	FICA	9323	15001	Grants Program	SDMC4	4932304163	6300000000	BT2 4183 $2500 for Trish and H	0000090001	158.63
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	424001	Worker's Compensation	9323	15001	Grants Program	SDMC4	4932304163	6300000000	BT2 4183 $2500 for Trish and H	0000090001	20.74
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433003	Out of County Travel	9323	15001	Grants Program	SDMC4	4932304163	6300000000	BT2 4183 $2500 for Trish and H	0000090001	822.00
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433005	Out of State Travel	9323	15001	Grants Program	SDMC4	4932304163	5100000000	BT2 4183 $2500 for Trish and H	0000090001	(822.00)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	433001	Local Travel	9305	15001	Grants Program	SDMC4	4930504933	6300000000	Title I Pt C Grant 4933 Transf	0000090153	(92.22)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104103	6300000000	BT2 4103 Perkins Postsec c/o M	0000090565	(157.38)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104103	6300000000	BT2 4103 Perkins Postsec c/o M	0000090565	157.38
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	421103	Retirement System	0211	15001	Grants Program	SDMC4	4021104103	6300000000	BT2 4103 Perkins Postsec c/o M	0000091026	(6.07)
4	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	63010	Instruction and Curriculum Dev	423101	Health & Hospitalizations	0211	15001	Grants Program	SDMC4	4021104103	6300000000	BT2 4103 Perkins Postsec c/o M	0000091026	6.07
																				2,896,937.11
5	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504573	7200000000	ARP ESSER III Supplemental Pro	0000088025	103,933.47
5	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504533	7200000000	930504533 Summer Learning Camp	0000088694	54,911.62
5	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504073	7200000000	Title III Part A Immigrant	0000088792	(1,295.55)
5	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504053	7200000000	Title III Part A ESOL - Roll f	0000088805	3,838.08
5	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	479005	Indirect Costs	9308	15001	Grants Program	SDMC4	4930804513	7200000000	4930804513 ESSER III ARP HIITS	0000088998	30,854.95
5	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44601	Other ARP Act Relief	72010	General Administration (Super)	479005	Indirect Costs	9308	15001	Grants Program	SDMC4	4930804513	7200000000	4930804513 ESSER III ARP HIITS	0000088998	(30,854.95)
5	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504379	7200000000	ESSER III Amendment Cleanup	0000089008	(3,434,916.43)
5	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504323	7200000000	Budget Adjustment Title I Part	0000089051	12,840.44
5	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504379	7200000000	ESSER III Amendment Budget	0000089117	3,528,160.08
5	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9323	15001	Grants Program	SDMC4	4932304183	7200000000	BT2 4183 BUDGET revised based	0000089659	(132.00)
5	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504113	7200000000	Title IV Student Supp Grant 41	0000089788	5,547.34
5	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	72010	General Administration (Super)	479005	Indirect Costs	9305	15001	Grants Program	SDMC4	4930504572	7200000000	ARP Homeless Grant 4572 Transf	0000090095	(746.66)
																				272,140.39
6	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	411103	Adm/Direct Supplements	0151	15001	Grants Program	SDMC4	4930504593	7300000000	Title I UniSIG Supplemental Gr	0000090755	20,901.06
6	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	411103	Adm/Direct Supplements	0261	15001	Grants Program	SDMC4	4930504593	7300000000	Title I UniSIG Supplemental Gr	0000090755	27,868.08
6	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	422001	FICA	0151	15001	Grants Program	SDMC4	4930504593	7300000000	Title I UniSIG Supplemental Gr	0000090755	1,598.94
6	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	73010	School Admin - Principal	422001	FICA	0261	15001	Grants Program	SDMC4	4930504593	7300000000	Title I UniSIG Supplemental Gr	0000090755	2,131.92
																				52,500.00
7	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	7500000000	Title III Part A ESOL - Roll f	0000088805	(4,293.52)
7	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	7500000000	Title III Part A ESOL - Roll f	0000088805	4,293.52
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411109	Adm/Direct Other	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411201	Other SAMP Regular Pay	9308	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	-
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411201	Other SAMP Regular Pay	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(367,176.19)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411209	Other SAMP Other	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416101	NB Support Regular Pay	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	-
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9308	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	421103	Retirement System	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(39,728.46)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(76.50)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(76.50)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(28,241.98)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	423101	Health & Hospitalizations	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(48,650.85)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	423201	Life Insurance	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(807.79)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	424001	Worker's Compensation	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Cleanup	0000089008	(3,671.75)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411109	Adm/Direct Other	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	1,000.00
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411201	Other SAMP Regular Pay	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	367,176.19
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	411209	Other SAMP Other	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	1,000.00
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416101	NB Support Regular Pay	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	45,000.00
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	1,000.00
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	416109	NB Support Other	9308	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	1,000.00
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	421103	Retirement System	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	45,088.46
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	76.50
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	76.50
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	422001	FICA	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	31,531.98

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	423101	Health & Hospitalizations	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	54,613.85
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	423201	Life Insurance	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	906.79
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	75010	Fiscal Services	424001	Worker's Compensation	9552	15001	Grants Program	SDMC4	4930504379	7500000000	ESSER III Amendment Budget	0000089117	4,121.75
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	413401	Other Cert Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	7500000000	Title III Pt A ESOL Budget Tra	0000089397	(12,489.59)
7	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	75010	Fiscal Services	416101	NB Support Regular Pay	9305	15001	Grants Program	SDMC4	4930504053	7500000000	Title III Pt A ESOL Budget Tra	0000089397	12,489.59
																				60,162.00
8	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	76000	Food Services	457001	Food	9799	15001	Grants Program	SDMC4	4930504533	7600000000	930504533 Summer Learning Camp	0000088694	**75,660.00**
9	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	416109	NB Support Other	9305	15001	Grants Program	SDMC4	4930504573	7790000000	ARP ESSER III Supplemental Pro	0000088025	83,000.00
9	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	421103	Retirement System	9305	15001	Grants Program	SDMC4	4930504573	7790000000	ARP ESSER III Supplemental Pro	0000088025	9,885.30
9	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9305	15001	Grants Program	SDMC4	4930504573	7790000000	ARP ESSER III Supplemental Pro	0000088025	6,349.50
9	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	424001	Worker's Compensation	9305	15001	Grants Program	SDMC4	4930504573	7790000000	ARP ESSER III Supplemental Pro	0000088025	830.00
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	411209	Other SAMP Other	9571	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	422001	FICA	9571	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Amendment Cleanup	0000089008	(76.50)
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	416109	NB Support Other	9308	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Amendment Cleanup	0000089008	(229.50)
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	411209	Other SAMP Other	9571	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Amendment Budget	0000089117	1,000.00
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77210	Information Services	422001	FICA	9571	15001	Grants Program	SDMC4	4930504379	7720000000	ESSER III Amendment Budget	0000089117	76.50
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	416109	NB Support Other	9308	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Amendment Budget	0000089117	3,000.00
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77310	Personnel Services	422001	FICA	9308	15001	Grants Program	SDMC4	4930504379	7730000000	ESSER III Amendment Budget	0000089117	229.50
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	416109	NB Support Other	9531	15001	Grants Program	SDMC4	4930504379	7790000000	ESSER III Amendment Budget	0000089117	3,000.00
9	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	77910	Other Central Services	422001	FICA	9531	15001	Grants Program	SDMC4	4930504379	7790000000	ESSER III Amendment Budget	0000089117	229.50
																				103,294.30
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0731	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Horizon Acade	0000087649	(2,921.63)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	439001	Other Purchased Services	0861	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Lincoln MS -	0000087650	(1,000.00)
10	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	9308	15001	Grants Program	SDMC4	4930504573	7800000000	ARP ESSER III Supplemental Pro	0000088025	40,000.00
10	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	9323	15001	Grants Program	SDMC4	4930504573	7800000000	ARP ESSER III Supplemental Pro	0000088025	105,000.00
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	0411	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - Multiple CC	0000088280	2,000.00
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504323	7800000000	Title I Part A - CC 9305	0000088615	10,000.00
10	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504533	7800000000	930504533 Summer Learning Camp	0000088694	88,200.00
10	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479101	Curricular Transportation/Fiel	9305	15001	Grants Program	SDMC4	4930504053	7800000000	Title III Part A ESOL - Roll f	0000088805	4,776.76
10	10	PROJ_C_BUD	SDMC1	Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	479102	Extra-Curricular Transportatio	9305	15001	Grants Program	SDMC4	4930504053	7800000000	Title III Part A ESOL - Roll f	0000088805	500.00
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411101	Adm/Direct Regular Pay	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(49,891.14)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411209	Other SAMP Other	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(11,000.00)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416109	NB Support Other	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(18,000.00)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416209	B Support Other	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(179,000.00)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	421103	Retirement System	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(5,398.23)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(19,719.26)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	423101	Health & Hospitalizations	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(6,610.58)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	423201	Life Insurance	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(109.76)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	424001	Worker's Compensation	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(498.92)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	479001	Miscellaneous Expense	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Cleanup	0000089008	(240,352.00)
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	411209	Other SAMP Other	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	49,891.14
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416109	NB Support Other	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	18,000.00
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	416209	B Support Other	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	186,930.10
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	421103	Retirement System	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	5,398.23
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	422001	FICA	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	3,816.68
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	423101	Health & Hospitalizations	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	6,720.34
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	424001	Worker's Compensation	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	498.92
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	436001	Rentals	9323	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	8,000.00
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	78010	Student Transportation Service	479001	Miscellaneous Expense	9514	15001	Grants Program	SDMC4	4930504379	7800000000	ESSER III Amendment Budget	0000089117	635,222.13
10	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	42101	Federal Cash Advance	78010	Student Transportation Service	433004	Out of County Travel-Field Trp	9305	15001	Grants Program	SDMC4	4930504933	7800000000	Title I Pt C Grant 4933 Transf	0000089193	(106.00)
																				630,346.78
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	411109	Adm/Direct Other	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	416109	NB Support Other	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Cleanup	0000089008	(5,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Cleanup	0000089008	(612.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	464101	Capitalized FF&E	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Cleanup	0000089008	(14,092.51)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	464201	Non-Capitalized FF&E	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Cleanup	0000089008	(10,907.49)

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81200	Building Maintenance	411109	Adm/Direct Other	9512	15001	Grants Program	SDMC4	4930504379	8120000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81200	Building Maintenance	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8120000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81200	Building Maintenance	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8120000000	ESSER III Amendment Cleanup	0000089008	(34,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81200	Building Maintenance	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8120000000	ESSER III Amendment Cleanup	0000089008	(2,907.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81300	Mechanical Systems	411109	Adm/Direct Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81300	Mechanical Systems	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Cleanup	0000089008	(5,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81300	Mechanical Systems	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Cleanup	0000089008	(19,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81300	Mechanical Systems	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Cleanup	0000089008	(1,912.50)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81350	Energy & Recycling	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81350	Energy & Recycling	416109	NB Support Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81350	Energy & Recycling	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Cleanup	0000089008	(153.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81400	Grounds Maintenance	411109	Adm/Direct Other	9512	15001	Grants Program	SDMC4	4930504379	8140000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81400	Grounds Maintenance	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8140000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81400	Grounds Maintenance	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8140000000	ESSER III Amendment Cleanup	0000089008	(6,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81400	Grounds Maintenance	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8140000000	ESSER III Amendment Cleanup	0000089008	(688.50)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81450	Site Maintenance	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8140000000	ESSER III Amendment Cleanup	0000089008	(5,000.00)
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11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81500	Pest Control	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8150000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81500	Pest Control	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8150000000	ESSER III Amendment Cleanup	0000089008	(153.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81550	Small Equipment Repair	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8150000000	ESSER III Amendment Cleanup	0000089008	(2,000.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81550	Small Equipment Repair	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8150000000	ESSER III Amendment Cleanup	0000089008	(153.00)
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	411109	Adm/Direct Other	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Budget	0000089117	1,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Budget	0000089117	2,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	416109	NB Support Other	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Budget	0000089117	5,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Budget	0000089117	612.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81100	Maintenance & Operations	464101	Capitalized FF&E	9512	15001	Grants Program	SDMC4	4930504379	8100000000	ESSER III Amendment Budget	0000089117	25,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81200	Building Maintenance	411109	Adm/Direct Other	9512	15001	Grants Program	SDMC4	4930504379	8120000000	ESSER III Amendment Budget	0000089117	1,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81200	Building Maintenance	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8120000000	ESSER III Amendment Budget	0000089117	3,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81200	Building Maintenance	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8120000000	ESSER III Amendment Budget	0000089117	36,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81200	Building Maintenance	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8120000000	ESSER III Amendment Budget	0000089117	3,059.41
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81300	Mechanical Systems	411109	Adm/Direct Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Budget	0000089117	1,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81300	Mechanical Systems	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Budget	0000089117	5,000.00
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11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81300	Mechanical Systems	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Budget	0000089117	1,912.50
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81350	Energy & Recycling	411209	Other SAMP Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Budget	0000089117	1,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81350	Energy & Recycling	416109	NB Support Other	9512	15001	Grants Program	SDMC4	4930504379	8130000000	ESSER III Amendment Budget	0000089117	1,000.00
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11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81400	Grounds Maintenance	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8140000000	ESSER III Amendment Budget	0000089117	6,000.00
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81400	Grounds Maintenance	422001	FICA	9512	15001	Grants Program	SDMC4	4930504379	8140000000	ESSER III Amendment Budget	0000089117	688.50
11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81450	Site Maintenance	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8140000000	ESSER III Amendment Budget	0000089117	5,000.00
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11	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	81500	Pest Control	416209	B Support Other	9512	15001	Grants Program	SDMC4	4930504379	8150000000	ESSER III Amendment Budget	0000089117	2,000.00
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12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82010	Administrative Technology Serv	411109	Adm/Direct Other	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Cleanup	0000089008	(1,000.00)
12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82010	Administrative Technology Serv	411209	Other SAMP Other	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Cleanup	0000089008	(5,000.00)
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12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82010	Administrative Technology Serv	464801	Tech FF&E Capitalized	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Cleanup	0000089008	(286,848.00)
12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82020	Systems & Programming	411209	Other SAMP Other	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Cleanup	0000089008	(3,000.00)
12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82020	Systems & Programming	422001	FICA	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Cleanup	0000089008	(229.50)
12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82020	Systems & Programming	464901	Tech FF&E Non Capitalized	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Cleanup	0000089008	(481,110.00)
12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82010	Administrative Technology Serv	411109	Adm/Direct Other	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Budget	0000089117	1,000.00
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12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82010	Administrative Technology Serv	422001	FICA	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Budget	0000089117	535.50
12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82020	Systems & Programming	411209	Other SAMP Other	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Budget	0000089117	3,000.00

Special Revenue
April 2023 Budget Amendment Detail

Reference	Posting Period	Ledger	Unit	Entry Type	Bd Hdr Status	Fund	FundDescr	Function	FunctionDescr	Object	ObjectDescr	Cost Ctr	Program	Program Description	PC Bus Unit	Project	Activity	Descr	Journal ID	Budget Amendment
12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82020	Systems & Programming	422001	FICA	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Budget	0000089117	229.50
12	10	PROJ_C_BUD	SDMC1	Transfer Adjustment	Posted	44501	ARP Act ESSER	82020	Systems & Programming	464901	Tech FF&E Non Capitalized	9571	15001	Grants Program	SDMC4	4930504379	8200000000	ESSER III Amendment Budget	0000089117	481,110.00
																				(286,848.00)

Food Service Fund
April 2023 Budget Amendment Summary

Function	FunctionDescr	YTD Prior	YTD Current	Budget Amendment	Percent Change	Reference
	Beginning Fund Balance	(12,771,125)	(12,771,125)	-	0.00%	
30X	Revenue	(34,743,409)	(35,103,409)	(360,000)	1.04%	
76X	Food Services	34,540,641	34,900,641	360,000	1.04%	
9XX	Unappropriated Fund Balances	12,973,893	12,973,893	-	0.00%	

AGENDA ITEM NO. 14.2

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of K-12 Comprehensive Evidence-Based Reading Plan (CERP) for the 2023-2024 School Year

Executive Summary
Annually, school districts must submit a K-12 Comprehensive Evidence-Based Reading Plan (CERP) by June 15 of each year for the purpose of supporting increased student achievement in literacy and closing achievement gaps. In order to assist districts, the Florida Department of Education (FLDOE) has developed a standard format for district reading plans. The comprehensive reading plan must be approved by the applicable school board, charter school governing board, or lab school board of trustees, for the specific use of the evidence-based reading instruction allocation. By July 1 of each year, the Department will release to each school district its allocation of appropriated funds pending plan submission.

The District K-12 CERP depicts and details the role of administration (both district and school level), professional development, assessment, curriculum, and instruction in the improvement of student learning of the B.E.S.T. English Language Arts Standards as provided in Rule 6A-1.09401, Student Performance Standards, Florida Administrative Code (F.A.C.). This information is reflected for all schools and grade levels and shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff, and parents.

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 K-12 Comprehensive Evidence-Based Reading Plan (CERP) for the 2023-2024 school year.

Financial Impact
There will be no cost to the General Fund. The District is projected to receive funds for the K-12 Comprehensive Evidence-based Plan (CERP) from the State Reading Allocation Budget.

Contact
Submitting Department: Curriculum
Initiated by: Alison Nichols

Attachments:
District K-12 Comprehensive Evidence-Based Reading Plan-Manatee

District K-12 Comprehensive Evidence-Based Reading Plan

Annually, school districts must submit a K-12 Comprehensive Evidence-Based Reading Plan (CERP) by June 15 for the purpose of supporting increased student achievement in literacy and closing achievement gaps. In order to assist districts, the Department has developed the attached format for district reading plans. Districts may utilize the Department's format or an alternative developed by the district school board. The comprehensive reading plan must be approved by the applicable school board, charter school governing board, or lab school board of trustees, for the specific use of the evidence-based reading instruction allocation. By July 1 of each year, the Department will release to each school district its allocation of appropriated funds pending plan submission.

The District K-12 CERP depicts and details the role of administration (both district and school level), professional development, assessment, curriculum, and instruction in the improvement of student learning of the B.E.S.T. English Language Arts Standards as provided in Rule 6A-1.09401, Student Performance Standards, Florida Administrative Code (F.A.C.). This information is reflected for all schools and grade levels and shared with all stakeholders, including school administrators, literacy leadership teams, literacy coaches, classroom instructors, support staff, and parents.

1) Contact Information

The Main District Reading Contact will be the Florida Department of Education's contact for the District K-12 CERP and is responsible for the plan and its implementation. Other contacts are those who work primarily with an area covered within the plan. **Indicate the contacts for your district.**

Point of Contact	Name	Email	Phone
Main Reading Contact	Dr. Laurie Breslin	Breslinl2@manateeschools.net	941-751-6550 ext. 43075
Data Element	Evan McCarthy	mccarthye@manateeschools.net	941-751-6550 ext. 43330
Third Grade Promotion	Alison Nichols	nicholsa@manateeschools.net	941-751-6550 ext. 43007
Multi-Tiered System of Supports	Larissa Bennett	bennettl@manateeschools.net	941-751-6550 ext. 43019
Secondary Reading/ELA	Shannon Fleming	Flemings2@manateeschools.net	941-751-6550 ext. 43392

2) District Budget for Evidence-Based Reading Allocation (Rule 6A-6.053(2), F.A.C.)

Reading Allocation Budget Items

The evidence-based reading instruction allocation is created to provide comprehensive reading instruction to students in prekindergarten (PreK) through grade 12. Districts will include salaries and benefits, professional development, assessment, programs/materials, tutoring, and incentives required to effectively implement the district's plan. Budget must prioritize K-3 students with substantial deficiencies in reading.

Reading Allocation Budget Item *(Total Allocation for 22-23: $2,862,119)*	**Amount**	**FTE (where applicable)**
Amount of District Evidence-Based Reading Instruction Allocation	**$2,862,119**	
Estimated proportional share distributed to district charters **Charter schools must utilize their proportionate share of the evidence-based reading allocation in accordance with Section (s.) 1002.33(7)(a)2.a. and s. 1008.25(3)(a), Florida Statutes (F.S.). Note: All intensive reading interventions specified by the charter must be delivered by a teacher who has a literacy micro-credential or is certified or endorsed in reading.*	**$470,829**	
Elementary Expenses		
Literacy coaches	**$644,000**	**7**
Intervention teachers	**$88,800**	**3**
Scientifically researched and evidence-based supplemental instructional materials	**$584,376**	
Summer reading camps for grade 3 students	**$360,000**	
Secondary Expenses		
Literacy coaches	**$221,000**	**2**
Intervention teachers		
Scientifically researched and evidence-based supplemental instructional materials	**$387,475**	
K-12/PreK Expenses		
Professional development to help K-12 instructional personnel and certified PreK teachers earn a certification, a credential, an endorsement or an advanced degree in scientifically researched and evidence-based reading instruction	**$105,639**	
Incentives for K-12 instructional personnel and certified PreK teachers who possess the Reading Endorsement or Certification		
Incentives for K-12 instructional personnel and certified PreK teachers who possess the Emergent, Elementary, or Secondary Literacy Micro-Credential		
Additional time per day of evidence-based intensive reading instruction for extended literacy learning (before or after school, summer, etc.)		
Tutoring programs to accelerate literacy learning		
Family engagement activities		
Other – Please Describe		
Sum of Expenditures	**$2,862,119**	

3) Literacy Leadership – District and School

A. Measurable Student Achievement Goals (Rule 6A-6.053(1)(d), F.A.C.)

For each grade, PreK-10, establish clear and measurable student literacy achievement goals based on the Florida Assessment of Student Thinking (FAST). Goals for plan year should increase from previous year in order to meet statewide literacy achievement goals.

Florida Assessment of Student Thinking (FAST)

Grade	Previous School Year – % of Students Scoring		Goal for Plan Year – % of Students Scoring	
	Urgent Intervention <10th percentile	**At & Above Benchmark** 40th percentile & above	**Urgent Intervention** <10th percentile	**At & Above Benchmark** 40th percentile & above
PreK	3%	84%	3%	84%
K	15%	59%	12%	62%
1	21%	54%	18%	57%
2	21%	56%	18%	59%
Florida Assessment of Student Thinking (FAST)				
Grade	**Previous School Year – % of Students Scoring**		**Goal for Plan Year – % of Students Scoring**	
	Level 1	**Levels 3-5**	**Level 1**	**Levels 3-5**
3	30%	47%	27%	50%
4	26%	55%	23%	58%
5	24%	52%	21%	55%
6	33%	46%	30%	49%
7	35%	42%	32%	45%
8	36%	44%	33%	47%
9	33%	47%	30%	50%
10	34%	45%	31%	48%

B. School Literacy Leadership Teams (Rule 6A-6.053(3), F.A.C.)

Schools are required to establish a School Literacy Leadership Team.

1. **Describe the process the principal will use to form and maintain a School Literacy Leadership Team, consisting of a school administrator, literacy coach, media specialist, lead teachers, and other relevant team members, as applicable.**

The district will provide the Florida Center for Reading Research (FCRR) Literacy Leadership Team (LLT) planning tool template to schools and provide training around the use of the tool to school based LLT's. Schools will submit rosters of LLT members and completed planning tool to Directors of Curriculum and Instruction. The planning tool includes actionable goals focused on student achievement with related data collection processes and progress monitoring procedures. A district spreadsheet of LLT contacts at each school site will be created and shared with school administrators to increase collaboration across schools around literacy instruction and best practices.

2. **Describe how the School Literacy Leadership Team requirement is communicated to principals, including how School Literacy Leadership Teams use data to establish literacy goals and take strategic action to improve literacy achievement for all students.**

Initial training around school based LLT's and the planning tool will be provided by the principals who attended the FCRR Literacy Leadership trainings to all district principals during the Leadership Conference in July 2023 and will be revisited across the year during principal meetings. The planning tool will guide administrators in creating actionable literacy goals that include data collection and progress monitoring procedures that will improve literacy achievement for all students.

The State Regional Literacy Directors (SRLD's) will offer training and support on effective school literacy leadership teams to all administrators during principal meetings and AP meetings.

The Executive Directors will support and monitor implementation of LLT's through meeting minutes.

C. Plan Implementation and Monitoring (Rule 6A-6.053(7), (8), F.A.C.)

Districts must monitor the implementation of the District K-12 CERP at the district and school level.

1. Provide an explanation of the following:

Grades K-5	District Level	School Level
Data that will be collected and frequency of review	• FAST Data (PM1, PM2, PM3) • Lexia Core 5 Data (monthly) • Tier 1- Benchmark Advance Unit Assessments (monthly) • Tier 2/3- Lexia Core 5 Data (monthly)	• FAST (PM1, PM2, PM3) • Lexia Core 5 Data (monthly) • Tier 1- Benchmark Advance Unit Assessments (monthly) • Tier 2/3- Lexia Data (weekly)
Actions for continuous support and improvement	• District Literacy Leadership Team Quarterly Meetings • District provided data analysis to school-based administrators • Provide professional learning around data analysis that includes problem solving, literacy practices and Science of Reading to administrators, coaches, and teachers • Collaborate with Solution Tree to provide ongoing professional development on Professional Learning Communities (PLC's) to administrators and district-level leaders	• Weekly Reading Walkthroughs using the district provided expectations checklists • Monthly LLT meetings that follow a problem-solving model • Provide time weekly during Teacher Collaborative Team Meetings to discuss reading data, problem solve, and engage in professional development • Implement and support PLC's with teachers based on work with Solution Tree

Grades 6-8	District Level	School Level
Data that will be collected and frequency of review	• FAST Data (PM1, PM2, PM3) • Tier 1- Study Sync Common Assessments (monthly) • Tier 2/3- Lexia Power Up Data (monthly)	• FAST (PM1, PM2, PM3) • Tier 1- Study Sync Common Assessments (monthly) • Tier 2/3- Lexia Power Up Data (weekly)
Actions for continuous support and improvement	• District Literacy Leadership Team Quarterly Meetings • District provided data analysis to school-based administrators • Provide professional learning around data analysis that includes	• Weekly Reading Walkthroughs using the district provided expectations checklists • Monthly LLT meetings that follow a problem-solving model

	problem solving, literacy practices and Science of Reading to administrators, coaches, and teachers • Collaborate with Solution Tree to provide ongoing professional development on Professional Learning Communities (PLC's) to administrators and district-level leaders	• Provide time weekly during Teacher Collaborative Team Meetings to discuss reading data, problem solve, and engage in professional development • Implement and support PLC's with teachers based on work with Solution Tree
Grades 9-12	**District Level**	**School Level**
Data that will be collected and frequency of review	• FAST Data (PM1, PM2, PM3) • Tier 1- Study Sync Common Assessments (monthly) • Tier 2/3- Lexia Power Up Data (monthly)	• FAST (PM1, PM2, PM3) • Tier 1- Study Sync Common Assessments (monthly) • Tier 2/3- Lexia Power Up Data (weekly)
Actions for continuous support and improvement	• District Literacy Leadership Team Quarterly Meetings • District provided data analysis to school-based administrators • Professional Development around data analysis that includes problem solving, literacy practices and Science of Reading to administrators, coaches, and teachers • Collaborate with Solution Tree to provide ongoing professional development on Professional Learning Communities (PLC's) to administrators and district-level leaders	• Weekly Reading Walkthroughs using the district provided expectations checklists • Monthly LLT meetings that follow a problem-solving model • Provide time weekly during Teacher Collaborative Team Meetings to discuss reading data, problem solve, and engage in professional development • Implement and support PLC's with teachers based on work with Solution Tree

2. How are concerns communicated if it is determined that the District K-12 CERP is not being implemented with fidelity?

After plan is shared with principals, the Executive Directors of Elementary, Secondary, and Curriculum and the Directors of Curriculum will monitor the implementation of the reading plan during school visits, school-based meetings with Leadership Teams, classroom walkthroughs, and data analysis after state and district assessments. Executive Directors and Directors will meet to discuss literacy trends across the district and determine next steps, including a plan of support, for the district/schools to ensure fidelity of implementation. For individual schools, the Executive Directors of Elementary and Secondary will meet with the school's principal to determine areas for improvement and support and develop an action plan that will increase fidelity to the CERP.

3. **Describe what has been revised to improve literacy outcomes for students in the district's K-12 CERP based upon the District K-12 CERP Reflection Tool and a root-cause analysis of student performance data.**

Literacy Leadership and Professional Learning are the two priority areas that will be revised based on the CERP Reflection Tool. Revisions to these two areas include:

- School administrators will submit rosters and completed planning tool for school-based Literacy Leadership Teams to the Directors of Curriculum and Instruction.
- SRLD's will collaborate with district curriculum leaders to develop guidelines for LLT's and continue to offer professional learning for administrators, coaches, and teachers.
- SRLD's will support (in collaboration with district literacy leaders) with identifying a prioritized list of evidence-based literacy practices that will have a high impact on student achievement in grades K-12 and provide professional development in the identified evidence-based practices.
- District and school-based administrators will participate in monthly professional development from Solution Tree around effective PLC's with a specific focus around ELA/reading data analysis and instructional implications.
- District curriculum specialists will provide professional learning to reading coaches in need of the Literacy Coach Endorsement. The team will provide this professional learning during monthly Coaching Academy meetings. This Literacy Coach Endorsement will also be offered to teachers who are interested in becoming literacy coaches.

4. **Describe the process used by principals to monitor implementation of the reading plan, including frequent reading walkthroughs conducted by administrators.**

The process for monitoring implementation is:

1. Communication of Reading Plan

The district reading plan will be shared and reviewed with school administrators during principal and AP meetings. Administrators will share the plan with school staff. In addition, schools will align School Improvement Plans to CERP.

2. Monitoring of Reading Plan

School administrators will receive professional development in the use of district and state walkthrough tools and best practices in literacy instruction for reading. Monthly school-based literacy leadership team meetings will monitor the implementation of the plan, including analyzing reading walkthrough data, for impact on grade-level reading proficiency. Minutes from the meetings will be submitted to the Executive Directors of Elementary, Secondary, and Curriculum. Executive Directors of Elementary and Secondary will review observational artifacts and tools with school administrators during site visits.

3. Determine Next Steps

The reading walkthrough tools along with state and district assessments will guide school administrators in determining professional development for teachers at their school site. Curriculum and Instruction will train school administrators on how to complete the CERP Reflection Tool for their building to identify areas in need of improvement. Based on priority areas needing improvements, school-based Literacy Leadership Teams will devise and develop goals for the 2024-2025 school year.

5. **In addition, describe how principals monitor collection and utilization of assessment data, including progress monitoring data, to inform instruction and support needs of students.**

To monitor assessment data:

- A district level team analyzes quarterly district data and shares information with school-based administrators through a data analysis protocol that includes analysis of subgroup data.
- Principals monitor collection of school-based data through the FAST site and through Focus for progress monitoring of intervention data.

To monitor utilization of data and inform instruction:

- Principals will use the data analysis protocol through PLC's with grade level/department teams to determine differentiation of reading instruction and benchmarks/skills that are area's of strength and those that need to be reviewed. This data analysis will drive decisions made during planning by teachers for future instruction.
- Principals and AP's will monitor impact on instruction during reading walkthroughs utilizing state and/or district walkthrough tools.

To support student needs:

- Schools implement problem solving steps following the MTSS framework and Decision Trees.
- The MTSS Coordinator will conduct training on the district MTSS framework with school-based Instructional Leadership Teams including the school-based MTSS facilitators to ensure a problem-solving process is used to determine instructional next steps and identify student needs for intervention.

4) Literacy Coaches/Coaching (Rule 6A-6.053(6), F.A.C.)

A. Literacy Coaches (Rule 6A-6.053(6)(a), F.A.C.)

Literacy coaches should be assigned to schools determined to have the greatest need based on student performance data in reading. Districts can use the Just Read, Florida! literacy coach model or explain the evidence-based coaching model used in the district and how the district will monitor the implementation and effectiveness of the coaching model.

Describe how schools with the greatest need based on student performance data in reading are selected for coach services and supports.

Coach services and supports are determined based on district and state assessment data. The schools are tiered according to greatest need and coaches are placed at school sites to provide targeted support to highest need schools. All literacy coaches are reading endorsed or reading certified. In addition, 10 elementary literacy coaches have earned the new state Literacy Coach Endorsement.

B. The Just Read, Florida! Literacy Coach Model (Rule 6A-6.053(6)(c), F.A.C.)

The Just Read, Florida! literacy coach model delineates the roles and responsibilities of literacy coaches:

- Provide professional development on the following:
  - The major reading components, as needed, based on an analysis of student performance data;
  - Administration and analysis of instructional assessments; and
  - Providing differentiated instruction and intensive interventions.
- Model effective instructional strategies for teachers in whole and small group instruction;
- Collect and use data on instructional practices to inform and implement professional learning activities;
- Train teachers to administer assessments, analyze data, and use data to differentiate instruction;
- Coach and mentor teachers daily;
- Work with teachers to ensure that evidence-based reading strategies and programs grounded in the science of reading are implemented with fidelity;

- Participate in literacy leadership teams;
- Continue to grow professionally to increase knowledge of and ability to apply effective pedagogy and andragogy;
- Prioritize time to teachers, activities, and roles that will have the greatest impact on student achievement in reading; and
- Work with school principals to plan and implement a consistent program of improving reading achievement using evidence-based strategies that demonstrate a statistically significant effect on improving student outcomes.

Literacy coaches must possess the following:

- A minimum of a bachelor's degree and reading endorsement or K-12 certification in reading;
- Effective or highly effective rating from the most recently available evaluation that contains student performance data;
- Specialized knowledge of evidence-based reading instruction grounded in the science of reading, infusing evidence-based reading strategies into content area instruction;
- Special expertise in quality reading instruction and infusing reading strategies into content area instruction;
- Data management skills;
- Strong knowledge base in working with adult learners;
- Excellent communication skills; and
- Outstanding presentation, interpersonal, and time-management skills.

Note: Coaches are prohibited from performing administrative functions that will detract from their role as a literacy coach and must limit the time spent on administering or coordinating assessments.

1. Is the district using the Just Read, Florida! literacy coach model?

Yes/No

Yes

2. If no, please describe the evidence-based coach model the district is using.

N/A

3. How is the literacy coach model being communicated to principals?

Information about the Just Read FL! coaching model will: • be communicated at the Summer Leadership Conference to principals and AP's • be reviewed during monthly principal meetings • be followed up with email communication to administrators as needed through Executive Briefs.

4. How does the district support literacy coaches throughout the school year?

Curriculum specialists will utilize the monthly Coaching Academy meetings to provide coaching support including the Literacy Coaching Endorsement coursework, UF Lastinger Literacy Playbooks book study (elementary coaches) and The Impact Cycle book study (secondary coaches), data

informed instruction, and evidence-based reading practices grounded in the Science of Reading that will be supported by specialists from UF Lastinger Center. In addition, new elementary coaches will also receive The Impact Cycle and will have content that is differentiated to their needs at each monthly academy.

5. **How is the district supporting coaches with prioritizing high impact activities, such as conducting data analysis with teachers to establish goals and create action plans, coaching, and providing professional development based on need?**

Coaching logs (collected monthly) and district/school data (quarterly) will be reviewed by Curriculum and Title I Coordinators to determine ongoing coaching support and monthly professional development provided during Coaching Academy meetings. Professional development will be provided on the Literacy Practice Profiles, coaching cycles, effective Professional Learning Communities, and reflective conversations to help coaches with differentiating support based on teacher need.

6. **How does the district monitor implementation of the coach model?**

Monthly coaching logs are reviewed, and state/district assessment data is analyzed to monitor implementation. Curriculum and Title I Departments will facilitate principal-coach agreement to clarify the parameters of the coaching role and expectations of job responsibilities. Curriculum specialists will create and disseminate quarterly surveys to reading coaches to gain feedback on Coaching Academy professional learning sessions and needs for future support.

5) K-12 Assessment, Curriculum, and Instruction

A. Florida's Formula for Success (Rule 6A-6.053(9)(a), F.A.C.)

K-12 reading instruction will align with Florida's 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, diagnostic, and summative assessment;
- **Three tiers of instruction that are standards-aligned**; include accommodations for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners; and incorporate the principles of Universal Design for Learning as defined in 34 C.F.R. 200.2(b)(2)(ii);
    - **Core Instruction (Tier 1)**: provides print-rich explicit and systematic, scaffolded, differentiated instruction, and corrective feedback; builds background and content knowledge; incorporates writing in response to reading;
    - **Supplemental Instruction/Interventions (Tier 2)**: 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 still(s) and receive corrective feedback; occurs in addition to core instruction; and

- **Intensive, Individualized Instruction/Interventions (Tier 3)**: 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. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency. All intensive reading interventions must be delivered by instructional personnel who possess a literacy micro-credential as provided in s. 1003.485, F.S., or are certified or endorsed in reading.

1. **Describe how the district will align K-12 reading instruction to Florida's Formula for Success for all students including students with a disability and students who are English language learners.**

Alignment to Florida's Formula for Success is reflected through the Decision Trees for K-12 reading instruction. Administrators will be trained in the Formula for Success during principal and AP meetings. The Formula for Success will help Literacy Leadership Teams engage in the MTSS framework with fidelity to problem solve for all students, including students with disabilities and students who are English language learners.

2. **Describe your public school PreK program's plan for assessment, standards, curriculum, instruction, and support to meet the needs of all learners.**

Assessment: Our classrooms use a coordinated statewide screening, progress monitoring and summative assessment consisting of PM 1, PM 2 and PM 3. Assessment results are used to identify student learning gains, and index development outcomes upon program completion. Teachers use the STAR Early Literacy state assessment. Standards: All PreK teachers utilize the Florida Early Learning and Development Standards. Within the framework of standardized learning outcomes, the curriculum includes a scope-sequence for teaching and learning over the school year for teachers to support individualized learning. The standards encompass development in 8 essential areas; physical development, approaches to learning, social and emotional, language and literacy, mathematical thinking, scientific inquiry, social studies and creative expression through arts. Curriculum: Early Learning classroom core instruction is the state approved HighScope Curriculum. The HighScope Curriculum provides an academic foundation while promoting independence, decision making, cooperation, creativity, and problem solving in young children through learning objectives, effective adult interaction strategies, and assessment measures that help programs ensure a high-quality experience for all learners. Instruction and Support to meet the needs of all classroom learners: Three tiers of instruction that are standards-aligned; include accommodations for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners; • **Core Instruction (Tier 1)**: provides print-rich explicit and systematic, scaffolded, differentiated instruction, and corrective feedback; builds background and content knowledge; • **Supplemental Instruction/Interventions (Tier 2)**: 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 still(s) and receive corrective feedback; occurs in addition to core instruction; and

- **Intensive, Individualized Instruction/Interventions (Tier 3)**: 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.

B. Assessment/Curriculum Decision Trees (Rule 6A-6.053(9)(d), F.A.C.)

Districts are required to develop Assessment/Curriculum Decision Trees to demonstrate how data will be used to determine specific reading instructional needs and interventions for all students in grades K-12. Use Assessment/Curriculum Decision Trees to address ALL students. The template can be used for grade bands or for individual grades.

The Decision Trees must contain the following information:

- Name of screening, progress monitoring, diagnostic, local assessment, statewide assessment, or teacher observations used within the district. For students in the Voluntary Prekindergarten Education Program through grade 10, the coordinated screening and progress monitoring system must be administered pursuant to s. 1008.25(8)(b), F.S., and included as a component of the Assessment/Curriculum Decision Trees.
- Targeted audience (grade level);
- Performance criteria used for decision-making for each instrument at each grade level;
- Assessment/curriculum connection, including evidence-based curriculum materials and practices used in instruction and interventions that address the six components of reading: oral language, phonological awareness, phonics, fluency, vocabulary, and comprehension;
- Specific criteria for when a student is identified to receive intensive reading interventions, what intensive reading interventions will be used, how the intensive reading interventions are provided, and assurance that intensive reading interventions are delivered by a teacher who is certified or endorsed in reading or instructional personnel who possess a literacy micro-credential; and
- Identification of the multisensory interventions provided to students in grades K-3 who have a substantial reading deficiency, including a description of the intensive, explicit, systematic, and multisensory reading interventions which will be provided to students in grades K-3.

Note: Evidence-based instructional materials and strategies have a significant effect on improving student outcomes and meet strong, moderate, or promising levels of evidence as defined in 20 U.S.C. s. 7801(21)(A)(i):

(A) …an activity, strategy or intervention that –
(i) demonstrates a statistically significant effect on improving student outcomes or other relevant outcomes based on –
(I) strong evidence from at least 1 well-designed and well-implemented experimental study;
(II) moderate evidence from at least 1 well-designed and well-implemented quasi-experimental study; or
(III) promising evidence from at least 1 well-designed and well-implemented correlational study with statistical controls for selection bias.

Grades PreK-5

1. **Grades PreK-5 Assessments**
   Indicate in the chart below the assessment(s) used to screen and progress monitor grades PreK-5 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades PreK-5)	What component of reading is being assessed? (Each component should be addressed.)	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST Star Early Literacy	☒ PreK ☒ Grade K ☒ Grade 1 ☐ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
FAST Star Reading	☐ PreK ☐ Grade K ☒ Grade 1 ☒ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
FAST ELA Reading	☐ PreK ☐ Grade K ☐ Grade 1 ☐ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Lexia Core 5)	☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

Name of the Assessment	Target Audience (Grades PreK-5)	What component of reading is being assessed? (Each component should be addressed.)	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
Other District Assessment (Benchmark Advance Unit Assessments)	☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☒ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Tier 2/3- Star CBM Reading)	☐ PreK ☒ Grade K ☒ Grade 1 ☒ Grade 2 ☐ Grade 3 ☐ Grade 4 ☐ Grade 5	☒ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Tier 2/3- DIBELS)	☐ PreK ☐ Grade K ☐ Grade 1 ☐ Grade 2 ☒ Grade 3 ☒ Grade 4 ☒ Grade 5	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☒ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☐ Summative	☒ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

2. **Identification of K-5 Students with a Substantial Reading Deficiency (Rule 6A-6.053(10), F.A.C.)**
   In accordance with s. 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 individual education plan (IEP) or an individualized progress monitoring plan, or both, as necessary. A kindergarten through grade 3 student is identified as having a substantial reading deficiency if the following criteria are met:

   - For kindergarten, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment at the beginning, middle, or end of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(8), F.S., and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension;
   - For grades 1 and 2, the student scores below the tenth (10th) percentile or is unable to complete the practice items on the designated grade-level assessment for the specified testing window of

the coordinated screening and progress monitoring system pursuant to s. 1008.25(8), F.S., and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or

- For grade 3, the student scores:
  - Below the twentieth (20th) percentile at the beginning or middle of the year on the coordinated screening and progress monitoring system pursuant to s. 1008.25(8), F.S., and the student has demonstrated, through progress monitoring, formative assessments, or teacher observation data, minimum skill levels for reading competency in one or more of the areas of phonological awareness; phonics; vocabulary, including oral language skills; fluency; and comprehension; or
  - Level 1 on the end of the year statewide, standardized English Language Arts assessment pursuant to s. 1008.22(3)(a), F.S.

2a. Describe the district's process for identifying grades K-3 students in need of Tier 2/Tier 3 interventions. Tier 3 interventions must be provided to students identified as having a substantial reading deficiency.

School leaders use the MTSS process to determine the student's level of Tier support at the beginning of the year based on FAST PM1 data and as stated in the Decision Trees. School leaders will use the guidelines provided on the decision tree for progress monitoring, the addition of instruction, and the discontinuation of tiered instruction ongoing across the year.

2b. Describe the district's process for identifying grades 4-5 students in need of Tier 2/Tier 3 interventions.

School leaders use the MTSS process to determine the student's level of Tier support at the beginning of the year based on FAST PM1 data. School leaders will use the guidelines provided on the decision tree for progress monitoring, the addition of instruction, and the discontinuation of tiered instruction ongoing across the year.

Grades K-5 Decision Tree
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.
Kindergarten
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • FAST PM 1 (Star Early Literacy)- 25th percentile and above • Letter Name Identification (from Next Step Guided Reading Assessment Kit)- at least 20 upper/lower case letter names
THEN TIER 1 Only
Core Instruction

Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.

Florida Benchmark Advance is a state approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

1. Student scores at or above the 25th percentile at FAST PM 2 and PM3
2. Student fluently identifies at least 40 letter names at end of quarter 1 (October) as measured by a Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit)
3. Student is reading at an instructional level B in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level D in May as measured by the Next Step in Guided Reading Assessment

Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthroughs
- Analysis of FAST/Star Early Literacy data three times per year
- Analysis of Pre-A assessment data and running record data
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

1. Student scores below the 25th percentile at FAST PM 2 and PM3
2. Student fluently identifies less than 40 letter names at the end of quarter 1 (October) as measured by Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit)
3. Student is reading at a Pre-A level in January as measured by The Next Step in Guided Reading Assessments; student is reading at an instructional level A or B in May as measured by the Next Step in Guided Reading Assessment

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- 10-24th percentile
- Letter Name Identification (from Next Step Guided Reading Assessment Kit)- 10-19 upper/lower case letter names

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Grade Level and Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Literacy Footprints
- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:

At least 3 times per week

Number of minutes per intervention session:

At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions

1 of the following STAR CBM measures administered every other week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** PM 2 (Star Early Literacy) – above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'On Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) - 10-24th percentile *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- below the 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- Below the 10th percentile
- Letter Name Identification (from Next Step Guided Reading Assessment Kit)- less than 10 upper/lower case letter names

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through F.A.S.T. progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery

which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Literacy Footprints
- Lexia Core5 Teacher Led Lessons

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following STAR CBM measures administered every week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- 10th – 24th *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?
The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing

progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

First Grade
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • FAST PM 1 (Star Early Literacy)- 25th percentile and above **AND/OR** • Running Record Instructional Level C or above
THEN TIER 1 Only
Core Instruction **Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.** Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. 1. Student scores at or above the 25th percentile at FAST PM 2 and PM 3 2. Student is reading at an instructional level F and above in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level I in May as measured by the Next Step in Guided Reading Assessment
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthroughs • Analysis of FAST data three times per year • Analysis of running record data • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: 1. Student scores below the 25th percentile at FAST PM 2 and PM3 2. Student is reading below an instructional level F in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level I in May as measured by the Next Step in Guided Reading Assessment
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • FAST PM 1 (Star Early Literacy)- 10-24th percentile **AND/OR** • Running Record Instructional Level A or B
THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Grade Level and Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- SIPPS
- Literacy Footprints
- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:

At least 3 times per week

Number of minutes per intervention session:

At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following STAR CBM measures administered every other week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention AND/OR FAST PM 2 (Star Early Literacy)- above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'On Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention AND/OR FAST PM 2 (Star Early Literacy)- 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention AND/OR FAST PM 2 (Star Early Literacy)- below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- Below 10th percentile **AND/OR**
- Pre-A Reading Level (knows under 40 letter names)

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's)**:** This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments, STAR CBM progress monitoring, and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- SIPPS
- Literacy Footprints
- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following STAR CBM measures administered every week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?
The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Second Grade
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • FAST PM 1 (Star Reading)- 25th percentile and above **AND/OR** • Running Record Instructional Level I or above
THEN TIER 1 Only
Core Instruction **Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.** Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. 1. Student scores at or above the 25th percentile at FAST PM 2 and PM3 2. Student is reading at an instructional level K and above in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level L in May as measured by the Next Step in Guided Reading Assessment
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthroughs • Analysis of FAST data three times per year • Analysis of unit assessments from Benchmark Advance • Analysis of running record data • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: 1. Student scores below the 25th percentile at FAST PM 2 and PM3 2. Student is reading below an instructional level K in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level L in May as measured by the Next Step in Guided Reading Assessment
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • FAST PM 1 (Star Reading)- 10-24th percentile **AND/OR** • Running Record Instructional Level E-H

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons**: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:

At least 3 times per week

Number of minutes per intervention session:

At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following STAR CBM measures administered every other week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words	Student consistently scores in the 'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early	Student consistently scores in the 'On Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early

• Expressive Nonsense Words • Oral Reading fluency *(STAR CBM Reading Technical Manual Located in Schoology)*	Literacy) – above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	(Star Early Literacy) – 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Literacy) – below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• FAST PM 1 (Star Reading)- Below 10th percentile **AND/OR**

• Running Record Instructional Level D or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments, STAR CBM progress monitoring, and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS (**based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

Imagine Language and Literacy

- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following STAR CBM measures administered every week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words • Oral Reading Fluency *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Third Grade
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • 2022-2023 2nd Grade FAST PM 3 (Star Reading)- 25th percentile and above **AND/OR** • Running Record Instructional Level L or above **AND/OR** • 2023 FAST PM 1 – 36th percentile or above
THEN TIER 1 Only
Core Instruction **Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.** Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. Student scores Level 3 or above on FAST assessment
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthroughs • Analysis of FAST data three times per year • Analysis of unit assessments from Benchmark Advance • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: Student scores Level 2 or below based on FAST
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • 2022-2023 2nd Grade FAST PM 3 (Star Reading)- 10-24th percentile **AND/OR** • Running Record Instructional Level H-K **AND/OR** • 2023 FAST PM 1 – 21st to 35th percentile
THEN TIER 1 Instruction and TIER 2 Interventions
Supplemental Instruction/Interventions Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons**: This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.
- **SRA** (based on school availability): The program was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Tier 2 Lessons
- SIPPS

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR**	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention

(DIBELS Scoring Guide located on Schoology)	FAST PM 2 – 36th percentile or above. *(DIBELS Scoring Guide located on Schoology)*	**AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	**AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- 2022-2023 3rd Grade FAST PM 3 Level 1 (Retainees)
- 2022-2023 2nd Grade FAST PM 3 (Star Reading)- Below 10th percentile **AND/OR**
- Running Record Instructional Level G and below **AND/OR**
- 2023 FAST PM 1 – 20th percentile or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Fourth and Fifth Grade
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 3 or above **AND/OR** • 2023 FAST PM 1 – 36th percentile or above
THEN TIER 1 Only
Core Instruction **Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.** Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. Student scores Level 3 or above on FAST assessment
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthroughs • Analysis of FAST data three times per year • Analysis of unit assessments from Benchmark Advance • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: Student scores Level 2 or below based on FAST
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 2 **AND/OR** • 2023 FAST PM 1 – 21st to 35th percentile
THEN TIER 1 Instruction and TIER 2 Interventions
Supplemental Instruction/Interventions Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence. • **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5

showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).

- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.
- **SRA** (based on school availability): The program was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention FAST PM 2 – 36th percentile or above. *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?
The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity

(time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 1 **AND/OR**
- 2023 FAST PM 1 – 20th percentile or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5
- SIPPS- Systematic Instruction in Phonological Awareness, Phonics, and Sight Words
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:

Daily

Number of minutes per intervention session:

At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following DIBELS 8th Edition measures administered	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS	Student has consistently received Tier 3 interventions (in addition to core

every week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*	instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

3. Summer Reading Camps (Rule 6A-6.053(12), F.A.C.)

Requirements of Summer Reading Camps pursuant to s. 1008.25(7), F.S., include:

- Providing instruction to grade 3 students who score Level 1 on the statewide, standardized ELA assessment;
- Implementing evidence-based explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension; and
- Providing instruction by a highly effective teacher endorsed or certified in reading.

3a. Describe the district's plan to meet each requirement for Summer Reading Camps required by s. 1008.25(7), F.S. Include a description of the evidence-based instructional materials that will be utilized, as defined in 20 U.S.C. s. 7801(21)(A)(i).

The school district will provide summer instruction to grade 3 students who score a level 1 on the statewide standardized assessment for ELA. Teachers apply to teach Summer Reading Camp and Human Resources then checks for reading endorsement/certification for each applicant. The Curriculum Department verifies that teachers are highly effective through evaluations and principal recommendations. Teachers will use evidence-based explicit, systematic, and multisensory reading instruction through the following resources:

- Curriculum Associates Phonics for Reading- Supports struggling readers by building foundational skills. This resource will build student's decoding skills so they can read multisyllabic words. This activity shows strong evidence in the Providing Reading Interventions for Grades 4-9 (What Works Clearing House and Institute of Education Sciences-IES, 2022). Additionally, Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in

daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency.

- Comprehension Toolkit - Includes nonfiction articles and trade books (Heinemann). Provides strategies that work to help students understand, respond to, and learn from nonfiction text, building background knowledge across the curriculum (Harvey, S., & Goudvis, A. (2005).
- Vocabulary Ladders (TCM)- Students build engaging vocabulary words to increase students reading and writing ability Rasinski, T., & Smith, M. C. (2014).
- i-Ready (Curriculum Associates)- Provides students with differentiated independent practice of reading skills during centers. i-Ready Instruction meets the criteria for ESSA Level 3: Promising Evidence with Favorable Effects. The following recommendations from the IES Practice Guide Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade support the program-recommendation 3 (strong evidence), and 4 (moderate evidence). In addition, the following recommendations from Providing Reading Interventions for Students in Grades 4-9 support the program-recommendation 1 (strong evidence) and 3 (strong evidence).

3b. Districts have the option of providing summer reading camps to students in grades K-2 who demonstrate a reading deficiency and students in grades 4-5 who score Level 1 on the statewide, standardized ELA assessment. Will the district implement this option?

Yes/No

Yes

3c. If yes, describe the district's instructional plan. Include a description of the evidence-based instructional materials that will be utilized.

The School District of Manatee County will hold summer remediation and enrichment programs for all Title 1 schools. The goal of the summer program is to strengthen students' reading proficiency and eliminate the summer learning slide. B.E.S.T. Standards will be integrated into daily lessons to help prepare students for the next grade. Evidence-based curriculum will be integrated throughout the summer, but each program will be designed based on the needs of the students at each school. Most programs will also include a grade level math review and science integration to engage students and prepare them for the next grade-level standards. The program will also include outside of the classroom experiences to encourage student learning and to build background knowledge.

Programs may include the following:

- Literacy Footprints provides an explicit, systematic and multisensory approach to differentiated reading instruction. Three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors.

- The Benchmark Reading Program includes the components that are necessary for a successful reading program. Recommendations for summer include a focus on systematic and explicit phonics instruction, vocabulary practice, fluency, reading for meaning using high-quality text, and opportunities to apply the skills through reading, writing (including handwriting practice), listening, and speaking.
- TCM Summer Scholars Program which uses the Science of Reading to enhance learning through lessons that focus on reading comprehension, phonics and word study, and fluency practice. Students will also have access to interactive digital resources to engage students and their families and practice reading and math skills.
- i-Ready is an online program that supports reading lessons that are based on their individual skill level and needs.

Grades 6-8

4. Grades 6-8 Assessments

Indicate in the chart below the assessment(s) used to screen and progress monitor grades 6-8 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades 6-8)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST ELA Reading	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Lexia PowerUp)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☐ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☒ Annually ☐ As Needed ☐ Other
Other District Assessment (Study Sync Unit Assessments)	☒ Grade 6 ☒ Grade 7 ☒ Grade 8	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☒ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

5. **Describe the district's process for identifying grades 6-8 students in need of Tier 2/Tier 3 interventions.**

School leaders use the MTSS process to determine the student's level of Tier support at the beginning of the year based on FAST PM1 data and as defined in the Decision Trees. School leaders will use the guidelines provided on the decision tree for progress monitoring, the addition of instruction, and the discontinuation of tiered instruction ongoing across the year.

Grades 6-8 Decision Tree
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: 2023-2024 FAST PM3 3 or above
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence. McGraw Hill's Florida StudySync is the State Approved Tier 1 core curriculum. Based on the results of a 2019 study linked below, StudySync meets the criteria for ESSA Tier 3 promising evidence. https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. • Level 3 or above on FAST State Assessment • Common assessments through StudySync • Teacher created assignments and assessments
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthrough • Analysis of FAST data • Analysis of common assessments from StudySync • MTSS teams and Literacy Leadership Teams • District Walkthroughs of schools • Teacher collaborative team meetings to discuss data, problem solving, and engage in professional development
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observation • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data

- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

Students who perform in the bottom quartile on the state FAST progress monitoring, or consistently below average on common unit assessments and/or teacher created assignments.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

2023-2024 FAST PM3 Level 2

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions
Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia PowerUp** - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- **Imagine Learning** (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Lexia PowerUp
- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)

Number of times per week interventions are provided:

5 times per week

Number of minutes per intervention session:

At least 20-25 minutes per intervention session

Explain how the effectiveness of Tier 2 interventions are monitored.

Teachers will review Leixa PowerUp progress reports on a weekly basis (start or end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Other reports that will be pulled from the teacher are the usage by class and skill status by class reports.

The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.

The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the program is being met.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program will receive Tier 3 interventions.

Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still demonstrating deficits in the foundational zone(s) based on Lexia PowerUp reports AND FAST progress monitoring data points. Data does not show student's trend line is closing the gap towards meeting the goal/aim line.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

2023-2024 FAST PM3 Level 1

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia PowerUp** - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- **Imagine Learning** (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Powerup

Number of times per week interventions are provided:

3 times per week

Number of minutes per intervention session:

At least 15-20 minutes per intervention session

Explain how the effectiveness of Tier 3 interventions are monitored.
Teachers will review Leixa PowerUp progress reports on a weekly basis (start or end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Teachers will also pull needs instruction reports to determine which students need 1:1 targeted Lexia lesson(s) delivered. Skill builders reports, usage reports and skill status reports will also be pulled to ensure fidelity of the interventions provided to each student.

The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.

The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the programs is being met.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students 1:1 and/or in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

Grades 9-12

6. Grades 9-12 Assessments
Indicate in the chart below the assessment(s) used to screen and progress monitor grades 9-12 students. Add additional rows as needed.

Name of the Assessment	Target Audience (Grades 9-12)	What component of reading is being assessed?	Assessment Type (Each type of assessment should be represented.)	How often is the data being collected?
FAST ELA Reading	☒ Grade 9 ☒ Grade 10 ☐ Grade 11 ☐ Grade 12	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☒ 3 x Year ☐ Annually ☐ As Needed ☐ Other
Other District Assessment (Lexia PowerUp)	☒ Grade 9 ☒ Grade 10 ☐ Grade 11 ☐ Grade 12	☐ Oral Language ☒ Phonological Awareness ☒ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☒ Screening ☐ Progress Monitoring ☒ Diagnostic ☐ Summative	☐ Weekly ☐ 2 x Month ☐ Monthly ☐ Quarterly ☐ 3 x Year ☒ Annually ☐ As Needed ☐ Other
Other District Assessment (Study Sync Unit Assessments)	☒ Grade 9 ☒ Grade 10 ☒ Grade 11 ☒ Grade 12	☐ Oral Language ☐ Phonological Awareness ☐ Phonics ☐ Fluency ☒ Vocabulary ☒ Comprehension	☐ Screening ☒ Progress Monitoring ☐ Diagnostic ☒ Summative	☐ Weekly ☐ 2 x Month ☒ Monthly ☐ Quarterly ☐ 3 x Year ☐ Annually ☐ As Needed ☐ Other

7. Describe the district's process for identifying grades 9-12 students in need of Tier 2/Tier 3 interventions.

School leaders use the MTSS process to determine the student's level of Tier support at the beginning of the year based on FAST PM1 data and as defined in the Decision Trees. School leaders will use the guidelines provided on the decision tree for progress monitoring, the addition of instruction, and the discontinuation of tiered instruction ongoing across the year.

Grades 9-12 Decision Tree
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: 2023-2024 FAST PM3 3 or above
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.

McGraw Hill's Florida StudySync is the State Approved Tier 1 core curriculum. Based on the results of a 2019 study linked below, StudySync meets the criteria for ESSA Tier 3 promising evidence.

https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

- Level 3 or above on FAST State Assessment
- Common assessments through StudySync
- Teacher created assignments and assessments

Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthrough
- Analysis of FAST data
- Analysis of common assessments from StudySync
- MTSS teams and Literacy Leadership Teams
- District Walkthroughs of schools
- Teacher collaborative team meetings to discuss data, problem solving, and engage in professional development

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction and/or curriculum provided to students?

- Targeted feedback to teachers based on administrative walkthroughs/observation
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

Students who perform in the bottom quartile on the state FAST progress monitoring, or consistently below average on common unit assessments and/or teacher created assignments.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
(Enter assessment criteria that will be used.)

- 2023-2024 FAST PM3 level 2 – 9th and 10th grade
- Level 2 on State Assessment (FSA and/or FAST) -11th and 12th grade

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia PowerUp** - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- **Imagine Learning** (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.
- **NoRedInk SAT/ACT component– 11th and 12th grade students** - NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven and aligned to the B.E.S.T. Standards and other national assessments. The SAT/ACT component of the program will assist the 11th and 12th grade students in need of meeting the concordant test scores to graduate. There is an extensive library of materials that are mapped out to target high frequency test items often while also adjusting to meet students' individual needs overall. This resource will help students meet the concordant score on the ACT/SAT in order to help them graduate. NoRedInk also provides rigorous and relevant instruction to better engage students in learning and provide the skills needed to graduate. Recommendation 1-6 show moderate evidence in Preventing Dropouts in Secondary Schools (What Works Clearing House and Institute of Education Sciences-IES, 2017)

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Powerup
- NoRedInk

Number of times per week interventions are provided:

5 times per week

Number of minutes per intervention session:

At least 2-25 minutes per intervention session

Explain how the effectiveness of Tier 2 interventions are monitored.

Teachers will review Leixa PowerUp progress reports on a weekly basis (start of end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Other reports that will be pulled from the teacher are the usage by class and skill status by class reports.

The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.

Eleventh and twelfth grade teachers will run usage and ACT/SAT skills reports on a biweekly basis to determine the needs of their students and provide small group instruction where needed.

The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the programs is being met.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

For 11th and 12th graders that are not specific reading interventions delivered, teachers will work with these students in small group to explicitly teach test taking strategies using targeted materials that will help students pass the FSA/FAST or meet the concordant score by taking the ACT/SAT.

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program will receive Tier 3 interventions.

Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still demonstrating deficits in the foundational zone(s) based on Lexia PowerUp reports AND FAST progress monitoring data points. Data does not show student's trend line is closing the gap towards meeting the goal/aim line.

Teachers will assign specific skills in NoRedInk to support 11th and 12th graders who show skill deficits in reading and have not mastered the state assessment FSA/FAST test. Teachers will also work 1:1 or in small groups to help these students' mastery reading skills needed to pass the FSA/FAST/ACT or SAT in order to graduate.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
(Enter assessment criteria that will be used.)

- 2023-2024 FAST PM3 Level 1 – 9th and 10th grade
- Level 1 on State Assessment (FSA and/or FAST) -11th and 12th grade

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia PowerUp** - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently

online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.

- **Imagine Learning** (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.
- **NoRedInk SAT/ACT component– 11th and 12th grade students** - NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven and aligned to the B.E.S.T. Standards and other national assessments. The SAT/ACT component of the program will assist the 11th and 12th grade students in need of meeting the concordant test scores to graduate. There is an extensive library of materials that are mapped out to target high frequency test items often while also adjusting to meet students' individual needs overall. This resource will help students meet the concordant score on the ACT/SAT in order to help them graduate. NoRedInk also provides rigorous and relevant instruction to better engage students in learning and provide the skills needed to graduate. Recommendation 1-6 show moderate evidence in Preventing Dropouts in Secondary Schools (What Works Clearing House and Institute of Education Sciences-IES, 2017)

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Powerup
- NoRedInk

Number of times per week interventions are provided:

3 times per week

Number of minutes per intervention session:

At least 15-20 minutes per intervention session

Explain how the effectiveness of Tier 3 interventions are monitored.

Teachers will review Leixa PowerUp progress reports on a weekly basis (each Monday) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Teachers will also pull needs instruction reports to determine which students need 1:1 targeted Lexia lesson(s) delivered. Skill builders reports, usage reports and skill status reports will also be pulled to ensure fidelity of the interventions provided to each student.

The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.

Eleventh and twelfth grade teachers will run usage and ACT/SAT skills reports on a biweekly basis to determine the needs of their students. Teachers will deliver reading intervention and work 1:1 with students who show reading deficits and need assistance with FSA/FAST/ACT and/or SAT lessons.

The district will monitor usage and skills reports on a monthly basis to ensure the fidelity of the programs is being met.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?
The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students 1:1 and/or in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

6) Professional Development (Rule 6A.6.053(4), F.A.C.)

A. Describe the literacy professional development that will be provided by the district and/or schools, aligned to the requirements below:

- Provide professional development required by s. 1012.98(4)(b)11., F.S., which includes training to help teachers integrate phonemic awareness, phonics, word study and spelling, fluency, vocabulary, and text comprehension strategies into an explicit, systematic, and sequential approach to reading instruction, including multisensory intervention strategies;
- Provide professional learning in B.E.S.T. ELA standards and evidence-based reading practices and programs;
- Differentiate and intensify professional development for teachers based on progress monitoring data;
- Identify mentor teachers and establish model classrooms within the school; and
- Ensure that time is provided for teachers to meet weekly for professional development.

The district provides professional learning opportunities for teachers and administrators throughout the school year. Summer professional development will provide trainings for teachers in the areas of evidenced-based instructional materials, B.E.S.T. standards, explicit and systematic instructional practices, multisensory intervention strategies, and foundational literacy strategies. Additional trainings will be provided during pre-service week as well as follow-up trainings throughout the year. To differentiate and intensify professional development for teachers, coaches will model high impact practices and strategies from instructional literacy playbooks to enhance teachers' integration of phonological awareness, phonics, word study and spelling, fluency, vocabulary, and text comprehension strategies into an explicit, systematic, and sequential approach to reading instruction, including multisensory intervention strategies. Coaches will utilize the coaching cycle informed by a problem of practice to engage teachers in critical reflection of teaching/learning evidenced in student work. Additionally, school-based administrators will be provided with a catalog of professional development opportunities to recommend to teachers as needed based on classroom observations/ walkthroughs and progress monitoring data. During principal and assistant principal meetings, school-based administrators will receive professional development on building teacher capacity grounded in high impact practices supported by instructional look-fors. During principal meetings, principals will receive training on choosing mentor teachers and establishing model classrooms using a checklist of qualifications and instructional look-fors. Once established, district specialists and literacy coaches will provide ongoing, job-embedded training and support for the mentor teachers and model classrooms. Principals are also encouraged to include common planning time in the school's master schedule for grade level/department teams to meet weekly and engage in professional development.

B. List the pathways that are available in your district for earning the Reading Endorsement.

- Literacy Solutions: self-paced online competencies
- FCRR Endorsement Trainings: in-person delivered by state trained district staff
- UF Literacy Matrix: self-paced online modules

7) Tutoring Programs to Accelerate Literacy Learning (Rule 6A-6.053(2), F.A.C.)

Describe any tutoring programs available within your district and include targeted grade levels (e.g., K-3 Reading Tutoring, RAISE High School Tutoring, etc.).

- United Way Para Program- The United Way 1st Grade Para Initiative is a program created to provide additional support in literacy to students who are identified to receive Tier 2 interventions. Eight Title 1 schools participating in the United Way Para Initiative will receive an additional para in the classroom who will support and deliver targeted intervention to students chosen for the cohort within the school day. Students will be placed in one of two 1st grade classrooms that will have the United Way para support (about 10 Tier 2 students in each classroom).
- Chapter One K-3 Literacy Program including High Impact Tutoring will provide evidence-based individualized reading practice for K- 1 students at four Title I schools within the school day. The tutoring sessions will be facilitated by a trained tutor and delivered one-on-one to students. The focus of the tutoring sessions includes systematic and explicit practice in phonological awareness, phonics, and fluency.
- After School Programs through 21st Century Grant- Students in these after school programs will utilize 4 reading programs to improve student achievement based on school site and grade level. Lalilo is an online tool for K-2 teachers and students that includes adaptive exercises in phonics, word recognition, and comprehension. Magnetic Reading Foundations K-2 provides explicit, systematic instruction in phonological awareness, phonics, word analysis, high frequency words, and fluency. It includes connected texts, integrated skills, and ongoing practice. This will be used with K-2 students at the Big-10 schools not piloting Lalilo. Freckle is an online tool for 3rd-5th grade students that includes B.E.S.T. Standards and skills, and adaptive lessons that increase student growth and proficiency. Building Vocabulary offers a systematic approach to teaching vocabulary and word awareness that includes teacher-led daily lessons around cross-curricular vocabulary words. This will be used with 3-5 students who are not using Freckle.
- Rocket Phonics is a systematic game-based phonics program that is delivered by trained volunteers during after school programs at 2-4 Title I schools to PreK-2nd grade students.

8) Family Engagement (Rule 6A-6.053(11), F.A.C.)

In accordance with s. 1008.25(5)(e), F.S., parents of students identified with a substantial reading deficiency must be provided a read-at-home plan, including multisensory strategies, that the parent can use to help with reading at home.

Describe the district's plan for providing a read-at-home plan to parents of students identified with a substantial reading deficiency. Include literacy partnerships or programs the district utilizes to increase support for families to engage in literacy activities and reading at home (e.g., New Worlds Reading Initiative).

To support language and literacy at home, the District has developed a Read-at-Home Plan. The purpose is to provide parents with guidance and resources needed to help ensure their child is successful in school. This plan includes reading and multi-sensory strategies that can be implemented at home as part of a daily routine to support the school to home literacy connection and make a positive impact on a child's success in school. Soar in 4, the Suncoast Campaign for Grade Level Reading, Manatee County Public Libraries, and the United Way partner with the district to increase literacy support for students and families. Teachers partner with school media specialists to provide books for students and families to check out. Schools conduct parent literacy nights to promote school-home connections. A link to Just Read Florida's Read-At-Home resources will be shared in the Tier 3 substantial reading deficiency letter that will be given to parents when indicating there is a need for Tier 3 interventions. The district created Read at Home Plan and link to state

resources will also be posted on the district website, individual school websites and posted on the Schoology platform. Both the state and district plans will be provided by schools via a paper copy to families who are unable to access the plans digitally and also provided in Spanish as needed. The Read-At-Home plans will be communicated to principals at the summer leadership conference. The ESOL and Migrant Departments support families who may lack literacy in their home language through outreach programs, supporting schools with literacy nights, and providing translation services as needed. District also has a partnership with the New World's Reading Initiative.

AGENDA ITEM NO. 14.3

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend the Code of Student Conduct and Setting a Public Hearing on the Proposed Changes at the Board Meeting Scheduled for July 25, 2023

Executive Summary
The Code of Student Conduct is reviewed and revised annually and serves as the School Board's policies and procedures for governing student behavior on school grounds, at school activities, and while being transported to and from school. Approving the advertising and setting a public hearing assures compliance with the provisions of Section 120.54 (3)(a) 1, Florida Statutes. A copy of the proposed changes is attached with new language indicated by red underlined text and deleted language indicated by red strikethrough. A full copy of the proposed 2023-2024 Student Code of Conduct without strikethroughs or underlined text has also been provided.

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

Ready To Learn | Goal 3
Increase ES enrollments in accelerated courses and identification of gifted and talented students

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 For Life | Goal 2
Ensure that all staff are trained to respond to students impacted by trauma and adverse childhood experiences, including highly effective student services and mental health supports

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

Recommendation
The Superintendent recommends approval of advertising a notice of intent to amend the Code of Student Conduct and setting a public hearing on the proposed changes at the Board meeting Scheduled for July 25, 2023.

Financial Impact
The cost to implement this agenda item will not exceed $200.00 for advertising in the newspaper. The funding source for this expenditure is the General Operating Fund and is included in the Board's approved budget for 2022-2023.

Contact
Submitting Department: Dropout Prevention
Initiated By: Mr. George Schrier

Attachments:
2023-2024_Code_of_Conduct_Clean_Copy 6.6.23.pdf
2023-2024_Code_of_Conduct_Redline_Copy-Updated 6.6.23.pdf

NOTICE REGARDING CODE OF STUDENT CONDUCT

In order to conserve resources, schools will not distribute paper copies of the Student Code of Conduct to students. You can locate an electronic copy of the Student Code of Conduct on the District website at www.manateeschools.net or on your school's website. If you require a paper copy of the Student Code of Conduct, please check the appropriate box below; sign and return this sheet, and one will be provided to your child. This page will also exist as a form, which is available at your school's front office, if you are unable to print a copy for yourself.

This Student Code of Conduct has been developed so our students and families have a clear understanding of behavioral expectations and to inform all parties of important procedures related to our educational mission. It is helpful if parents are aware of school rules so they can help support them from home. Parents and students are encouraged to review the Student Code of Conduct together to gain a better understanding of their rights and responsibilities. Training on the Student Code of Conduct will be provided to all students, teachers and administration during the first month of school. The rules and language contained within the Student Code of Conduct shall supersede any conflict that may arise with individual school handbooks.

FAILURE TO REVIEW THE STUDENT CODE OF CONDUCT WILL NOT RELIEVE A STUDENT OR THE PARENT/ GUARDIAN OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE CODE OR ACCOUNTABILITY FOR LOSS OR DAMAGE TO SCHOOL DISTRICT OF MANATEE COUNTY PROPERTY.

Please check and submit, only if you require a printed copy of the 2022-2023 Code of Student Conduct. One (1) copy per household will be provided.

☐ I would like to have a printed copy of the Student Code of Conduct sent home with my child.

_____	_____	_____
Student Name	Student Signature	Date
_____	_____	_____
Parent Name	Parent Signature	Date

THE SCHOOL DISTRICT OF MANATEE COUNTY
CODE OF STUDENT CONDUCT
2023-2024

Dear Students and Parents,

One of our many important goals in this School District is to provide a safe, nurturing, and well-disciplined learning environment for all students. To achieve this goal, the School Board has authorized the development of a comprehensive District Code of Student Conduct. I strongly encourage you to read this Code of Student Conduct and share your thoughts and observations with your teens or children.

This District Code of Student Conduct was developed with input from school and district administrators, faculty and staff members, School Advisory Council members, community members, and students.

The District Code of Student Conduct will be reviewed annually for any additions or deletions that may be necessary for clarification or as required by new legislation. If you have any questions regarding the contents of the District Code of Student Conduct, please contact your school principal.

The information contained in this District Code of Student Conduct is being provided to all students and parents. Extra copies of this publication are available at school sites or on the District website at www.manateeschools.net. Thank you for taking the time to read and discuss this information. I appreciate your support of our schools and School District. Have a Great School Year!



Sincerely,

Cynthia Saunders,
Superintendent

THE SCHOOL BOARD OF MANATEE COUNTY

BRADENTON, FLORIDA

Members

Chad Choate – Chair (District 4)

Cindy Spray – Vice Chair - (District 2)

Gina Messenger - (District 1)

Mary Foreman - (District 3)

Richard Tatem – (District 5)

Superintendent of Schools

~~Cynthia Saunders~~

School Board of Manatee County policies may be viewed online at www.manateeschools.net

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SECTION I JURISDICTION OF THE SCHOOL BOARD

Introduction

The purpose of this document is to assist students, parents, and school personnel in establishing and maintaining a safe, nurturing and well-disciplined learning environment for all. To be fully effective, the Code of Student Conduct addresses not only the role of the parents, the students, and the school, but also specifies areas relative to the responsibilities and rights of students and parents; grounds for disciplinary action; and procedures to be followed for acts requiring disciplinary action.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students, as well as the safety and security of our school communities.

Students in the School District of Manatee County are subject to the Code of Student Conduct during the school day and regular school activities, while being transported on school buses or at public expense to and from school or other education facilities. Students are also subject at such time and places that include - but are not necessarily limited to - school sponsored events, field trips, athletic functions, and other activities where appropriate school personnel have jurisdiction over students. In addition, jurisdictional control over students may be extended as per Florida Statute Sections 1006.07, 1006.09, 1006.13, 1006.147, and 1003.31 whenever the conduct of a student is deemed to have a detrimental effect on the health, safety, and welfare of any member of the school community or the learning environment of the school.

IN LOCO PARENTIS

State and federal law recognizes that teachers and school administrators have a need to stand in the place of parents over children entrusted to them at school. This is a concept called *in loco parentis*. While this power is not equal to a parent's power over a child, it permits school personnel to exercise a degree of supervision and control over students that could not be exercised over free adults. This concept is responsible for the fact that school personnel can search without a warrant based on reasonable suspicion and are not held to the higher standard of "probable cause" by which law enforcement is bound. It is also responsible for the fact that school personnel can interrogate a student without providing him or her with Miranda warnings or allowing the student to call a parent or attorney.

Prohibition of Discrimination

No student shall, on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, marital status, age, religion, or any other basis prohibited by law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or harassment under any educational programs, activities, services, or in any policies or practices by the School District of Manatee County. Any student who believes he or she has been discriminated against or has been harassed by an employee, student, or other third party, who is subject to control of the School Board, is encouraged to use the appropriate grievance procedures set forth in policy.

TITLE IX

Title IX of the Education Amendments Act of 1972 is a federal law, enacted in 1972, which states: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

The United States Department of Education requires school districts to follow a specific Title IX Grievance Process while investigating allegations of sexual misconduct. The Office of Civil Rights of the United States Department of Education considers sexual misconduct (including sexual harassment, sexual violence, sexual assault and intimate partner violence) to be a form of sexual discrimination and requires the school districts to take immediate and effective steps to respond to sexual misconduct.

For a Title IX investigation to apply, the incident must have occurred in an education program or activity in which the District has substantial control over both the respondent and the context in which the incident occurred.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. Any School District of Manatee County employee conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity; or

3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34

U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Responsibilities and Obligations

The School District of Manatee County takes its obligation to comply with Title IX very seriously. Inquiries concerning the application of Title IX and the Grievance Procedures may be referred to the District’s Title IX Coordinators:

Schools & Educational Facilities
Dr. Pace Edwards 2501 63rd Avenue East Bradenton, FL 34203
(941) 751-6550 extension 43038

District & Employment
Donna Peregoff
215 Manatee Avenue West Bradenton, Florida 34205
(941) 708-8770 extension 41006

SECTION II STUDENT & PARENT RIGHTS and RESPONSIBILITIES

STUDENT RIGHTS AND RESPONSIBILITIES

This section summarizes the basic principles of student rights and responsibilities. As a student, you have a right to an education, regardless of your race, color, creed, national origin, religion, gender, marital status, heritage, disability, or sexual orientation. Some of your basic rights include the right to:

- Learn
- Agree or Disagree
- Petition
- Freedom of expression
- Publish
- Assemble
- Privacy

Your exercise of these rights must conform to the District Code of Student Conduct. While you also have the right to a free and appropriate education, this right shall be applied at the school serving your residential attendance zone, except as authorized by the School Choice Program or otherwise provided by School Board Policy. **The Superintendent is authorized to assign or reassign a student to any program or school as deemed to be in the best interest of the student or School District, pursuant to** F.S. 1006.08**.**

If you are attending a charter school or a school out of your assigned area under the School Choice Program, you may be suspended, expelled or reassigned during the school year as provided in this Code. Your school choice may additionally be revoked for non-attendance, habitual tardiness, or disciplinary issues, upon the recommendation of the principal. The principal's recommendation is subject to review and approval by the District Administrative Appeals Committee.

First Amendment Freedom of Expression

In 1969, The United States Supreme Court ruled that public school students do not leave their constitutional right to freedom of expression at the schoolhouse gate. You have a right to freedom of expression; however, when you exercise that right, you must do so in a responsible manner that does not cause a disruption of the school or a school activity. A principal may impose reasonable time, place and manner restrictions on your exercise of First Amendment freedom of expression rights. If possible, before imposing reasonable time, place and manner restrictions, the principal will consult with the School District General Counsel and will notify the Superintendent (or designee) in such cases. If it is not possible to consult the School District General Counsel beforehand, the principal will do so as soon as possible.

Principal's Authority

The principal of each school is responsible for the administration of the school and the enforcement of the District Code of Student Conduct. The principal has the authority to direct students and staff and can impose any reasonable requirements that are not inconsistent with the District Code of Student Conduct or School Board Policy.

INVESTIGATIONS AT SCHOOL

Administrative

If you are suspected of violating the District Code of Student Conduct, school officials can question you without first contacting your parent. You do not have a right to have your parent present or a right to an attorney when you are questioned. If you refuse to answer questions asked by school officials, you may be disciplined.

Criminal

If you are a suspect in a criminal investigation that may result in your arrest or criminal charges, law enforcement will make a good faith effort to contact your parent before the law enforcement officers begin questioning you. If a parent cannot be located, law enforcement officers may proceed with questioning. If your parent is contacted, the law enforcement officers may allow your parent to be present during your questioning.

Victim or Witness

If you are a victim or a witness, law enforcement officers, Children and Family Services investigators, or administrative investigators are allowed to question you without first contacting your parent. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during your interview. If you refuse to answer questions asked by school officials, you may be disciplined.

Removal of a Student Under Arrest

If you are subject to arrest, with or without a warrant, the officer can remove you without your parents' consent or the consent of school officials. The administrator will try to notify your parent before you are removed or as soon as possible after your removal.

Removal for Involuntary Examinations

The school principal or the principal's designee shall make a reasonable attempt to notify your parent or guardian, if you are removed from school, school transportation, or a school- sponsored activity and taken to a receiving facility for a Baker, Marchman, or other evaluation, pursuant to F.S. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after you are removed, if the principal or designee deems the delay to be in your best interest or if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.

Searches and Seizures

You, your locker, vehicle, purse, backpack and other personal possessions may be searched if there is a reasonable belief (suspicion) that any of them contain drugs, weapons, contraband or other items not permitted on campus. You are expected to cooperate fully with your school administration in all searches and investigations. The failure to fully cooperate may be grounds for your school administration to infer that you are in possession of contraband or illegal items and the matter will be referred to law enforcement as deemed necessary. Trained sniff-screening dogs are allowed in the schools to prevent drugs and weapons at school. Routine checks by the dogs are not considered a search; however, an alert by the dog gives reasonable suspicion for a search. Dogs may not check students themselves to determine probable cause for a search. The use of trained dogs is a safety precaution to provide you a safe school in which to learn.

GRADES

An academic grade should reflect the teacher's most objective assessment of your academic achievement. Academic grades should not be used as a means of maintaining order in a classroom, nor should your behavior be included in calculating academic grades.

1. Your Responsibilities

a. To become informed of the grading criteria.
b. To maintain standards of academic performance commensurate with your ability, and to make every effort to improve your performance upon receipt of notification of unsatisfactory progress.

2. Your Rights

a. To receive a teacher's grading criteria at the beginning of each year or semester course.
b. To receive a reasonable notification of failure or potential failure prior to the end of the grading period with sufficient time, when possible, to take corrective action.

3. Your Parents' Responsibilities

a. To meet with your teachers upon request and assist in helping take corrective action if you are experiencing academic difficulty.
b. To seek advice on before and after school programs that will assist you in succeeding in school.

OTHER STUDENT RESPONSIBILITIES

- To read and become familiar with the Code of Student Conduct;
- To attend school daily, prepare for class, and complete class and homework assignments to the best of your ability;
- To know and follow school rules and instructions given by the school administration, teachers, and other staff;
- To report to school staff any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community;
- To bring to school only those materials that are allowed;
- To treat everyone in the school community with respect;
- To respect school property, community property, and the property of others.

ACADEMIC HONOR CODE

- I will take responsibility for my own work. I will not cheat, help others cheat, or allow anyone else to do my work for me.
- I will not plagiarize. I will use quotations and cite sources when I use someone else's words and ideas.
- I will not represent work generated by Artificial Intelligence (AI) as my own or submit such work in a way that is inconsistent with the expectations of my teachers.
- I will not forge the signature of others or knowingly falsify any records, information, or results.
- I will be honest about my work with teachers, peers, and parent(s)/guardian(s).
- I understand I will receive a zero on any assignment, as well as any other appropriate consequence for breaking the Honor Code.

PARENTAL RIGHTS AND RESPONSIBILITIES

The role of parents, guardians, and families is critical to the healthy growth and development of each of our students. Some of the basic parent rights include:

- To be actively involved in your child's education;
- To be treated fairly and respectfully by the school administration, teachers, and other staff;
- To access information about the Board's policies and procedures;
- To be notified promptly if your child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned;
- To appeal disciplinary actions taken;
- To receive pertinent, accurate, and timely information about your child's academic progress, in addition to ways you can help your child succeed in school.

School staff and parents must work together to maximize a student's success at school. We are committed to working with and supporting families and we request parents work with and support us. As a parent you are expected to:

Sign in at the Office

Sign in through the Raptor System when you go to any school and before you go anywhere else on the campus. (You must present your driver's license or official picture identification to be scanned for student safety issues.)

Be Involved

Get to know the people at your child's school by participating in teacher conferences and school-parent activities such as Parent-Teacher Association (PTA)/Parent-Teacher Organization (PTO) meetings and School Advisory Council (SAC) meetings. Be actively involved in the learning process at home and in school, such as volunteering, collaborating with teachers on your child's performance in school, and fostering learning at home by providing your child appropriate assistance and monitoring of homework. Participate in your child's elementary report card conferences, which are scheduled following the first and third quarters of the school year.
School Board Policy 2111 Parent/Family Involvement may be accessed on the district website, or you may request a copy at the district office at 215 Manatee Avenue West, in Bradenton.

Provide Information

Each year provide your child's school your current telephone number, home address, work telephone number and emergency contact number. Parents must immediately notify the school of any changes in contact information.

Support School Rules

Understand and support the rules in this District Code of Student Conduct and talk to your child about them.

Support Dress Code

Teach your child to follow the dress code as outlined in this document. Because school is a place to work and learn, dressing neatly and appropriately for school is very important.

Promote Punctuality

Make sure your child arrives at school on time every day. Parents should be aware that if they live within two (2) miles of their child's school, School District transportation will not be provided unless required as a related service for a student with a disability.

Ensure Your Child's Safety
Ensure your child arrives at school no more than thirty minutes before the start of the school day and leaves campus no more than thirty minutes after the school day or activity unless you have made special arrangements with a teacher, administrator or a before/after school care program. Supervision will not be provided beyond that time. Supervision for students attending school activities outside the regular school day such as clubs, dances, carnivals, practices and games will be provided 30 minutes before and after the activity. Be aware that school nursing services are not available at extracurricular activities or before or after the school day. It is the parents' responsibility to provide any medical needs for their children before or after the school day.

Comply with Safety Rules
Adhere to school developed, on-site traffic plans for vehicles when bringing students to school or picking them up after school. If your children are walkers or bicyclists, encourage them to follow safety rules and use pedestrian-safety features where available.

Notify School of Absences
Contact the school when your child is absent and explain the reason for the absence. It is recommended you call the day of the absence, but parents do have 48 hours to notify the school. In situations specified in the attendance section, written documentation will be required by the school.

Notify School When You Move
Notify the school principal in writing if you move from the last address you have provided the school. You must notify the principal within five days of your move. If you have not moved out of your school's attendance zone, your child may continue at that school and may be entitled to transportation. If you have moved out of your school's attendance zone, in many cases your child may remain in the current school through the rest of the school year, but district transportation will not be provided. If the school discovers you have moved and have not provided notification, your child could be assigned to an alternative school or considered to be "found out of that school's attendance area." This could mean an immediate change of school for your child, and your child could be deemed ineligible for athletics and other activities.

Support School Discipline
Work with school staff members to solve discipline or other problems. You should let the school know if something has happened at home that could affect how your child behaves in school.

Provide Correct Student Pickup Information
Be aware that only people whose names and contact information are listed on the Enrollment Form may pick up a student from school during the school day. The enrolling parent should complete the Health Information Card. Identification must be shown to the office staff when someone signs out a student from school.

Pay Damages
Be prepared to pay for any damage done to School Board property by your child. If payment is not made and the amount is substantial, the principal will refer the matter to the Superintendent.

Reimburse School
Pay for lost or damaged books or other teaching materials. Failure to pay may mean no other

books or materials will be given to your child, your child will not be able to participate in extra-curricular activities or your child will be required to pay the debt through community service at the school. The principal will make those decisions.

Per School Board policy, if you cannot afford to pay for instructional materials or a fee that your child has incurred at school, you may submit a letter to the Superintendent seeking a waiver. Please consult School Board policy for the information necessary to request such a waiver.

Know School's Delivery Policies
Contact the school before delivering items for your child. Allowing deliveries to students is at the discretion of each individual school.

Comply with Cell Phone Policy
If you need to reach your child in an emergency during the school day, contact the front office. Because cell phones and all other forms of electronic communication are to be turned off and put away out of sight once students are at school, parents should not text message or phone their children during the school day.

Know CHOICE Options
If you want your child to attend a different school, visit the Office of Student Assignment and follow the CHOICE Student Assignment Plan procedures or call them at (941) 708-4971.

Know Parental Rights
Be aware that when parents are divorced or separated, both parents have full rights to participate in the child's school activities and to know what is happening at school. The non-enrolling parent will not be allowed to remove the child from school without the permission of the enrolling parent. A non-enrolling parent has the right of access to student records and information unless a court order prohibits such access.

Curricula and Instructional Materials
In accordance with 1006.28(2)(a) and 1002.20(19)(b), F.S. and School Board Policy 2520, parents have the right to learn about their minor child's course of study, to include the source of any supplemental instructional materials. Parents may request a copy of instructional materials from their child's teacher or may purchase certain materials with a written request to the school's principal. For parents who are interested in learning more about the types and nature of extracurricular activities and club offerings, please visit your school's website.

Parents or Manatee County residents who object to the purchase of specific instructional materials on the basis of moral, sexual, religious, or other perceived harms may complete a form available on the district website. The form must be submitted to the Curriculum Department within 30 days of the district adoption of the specific materials. Parents who object to specific content based on sexuality may also withdraw their minor child from those portions of the school district's required comprehensive health education instruction, with a written request to the school principal.

Classroom Transfers
An enrolling parent has the right to request his or her child be transferred to another classroom teacher. **Parents must formally submit the request in writing** and the principal or designee

shall approve or deny the transfer within 2 weeks after receiving such a request. If a request for transfer is denied, the principal or designee must notify the parent and specify the reasons for the denial. This provision does not give parents the right to choose a specific classroom teacher.

Classroom and Bus Removals

Per F.S. 1003.04, the parent of each public K-12 student must cooperate with the authority of the student's district school board, Superintendent, principal, teachers, and school bus drivers, according to F.S. 1003.31 and F.S. 1003.32, to remove the student from the classroom and the school bus and, when appropriate and available, to place the student in an alternative educational setting, if the student is disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive.

Healthcare Services

Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit your child's school website for further information.

SECTION III POSITIVE SCHOOL CLIMATES



IGNITING POSITIVE SCHOOL CLIMATES

A school's climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). This simple definition is underpinned by an array of intentional activities that support integral structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members.

At its core, a positive school climate includes:

- positive relationships among and between all stakeholders (students, parents, all school personnel and community partners);
- engaging, relevant academic and extracurricular activities for all students that meets their social, academic, and developmental needs;
- meaningful family and community engagement;
- training and resources to resolve conflicts peacefully and respectfully;
- support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities;
- clean and well-maintained campuses that support a sense of school pride;
- orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.

These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark.

Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS), and a focus on building environments for optimal engagement; cultivating skills that build resiliency; and supporting safe and welcoming learning communities. Through these efforts and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students.

Multi-Tiered Systems of Support (MTSS)

MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all students achieve academically and behaviorally. MTSS serves as the framework for organizing supports within a school and district so that the needs of the whole child are met. An effective system blends culturally responsive academic and behavior supports to create effective environments that address a range of student needs.

A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of supports provided at each tier will match the needs of each student. Tier One is universal instruction and supports that is intended for all students. Tier Two consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier Three is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier One and Two interventions.

MTSS is a proactive approach that has the following key elements:

- Leadership
- Building Capacity/Infrastructure for Implementation
- Communication and Collaboration
- Data-Based Problem Solving
- Three-Tiered Instructional/Intervention Model
- Data Evaluation

For more information on our MTSS, please visit the School District of Manatee County's website.

Building Environments for Optimal Engagement

Whether due to unclear expectations or learning goals, the impact of stress or trauma, or poor relationships with adults and peers, the optimal engagement of our students with their learning environment is challenged by numerous factors. To help address these barriers to student engagement, the SDMC actively promotes several initiatives.

CHAMPs is an evidence-based system of classroom management supported by over 30 years of research. Teachers use the CHAMPs model to clarify expectations for learning activities and transitions that occur throughout a class or school. The CHAMPS acronym stands for:

- **C**onversation: Can students talk to each other during this activity? At what level?
- **H**elp: How do students get the teacher's attention and their questions answered?
- **A**ctivity: What is the task/objective? What is the end product?
- **M**ovement: Can students move about during this activity?
- **P**articipation: How do students show they are fully participating? What does work behavior look/sound like?

All district schools have at least one trained CHAMPs coach who is tasked to work with teachers for

implementing CHAMPs in the classroom. CHAMPs coaches also work with school administrators to establish and solidify school-wide expectations.

To assist teachers and other school staff in better understanding developmentally appropriate teaching and learning, the SDMC has begun initial training using The Neurosequential Model in Education (NME). This training offers a way to educate school staff about brain development, developmental trauma, and how to apply that knowledge to support all students in and out of the classroom, especially those impacted by adverse childhood experiences.

The SDMC has also dedicated extensive time and resources in providing Youth Mental Health First Aid (YMHFA) training to most of our staff across all schools and support sites. YMHFA allows our staff to better understand and recognize the unique risk factors and warning signs of mental health problems in adolescents, including anxiety, depression, psychosis, eating disorders, substance use disorder, ADHD and other disruptive behavior disorders. YMHFA emphasizes the importance of early intervention, and teaches our staff how to help an adolescent who is in crisis or experiencing a mental health challenge.

Quality relationships are perhaps the key element in building a positive school climate and are also critical for optimal student engagement. Our schools offer a wide range of activities and interests for our students to form social bonds and explore their personal interests with like-minded peers. In the classroom setting, relationships between students and adults can be strengthened through the use of practices such as community-building circles. Circles can be used proactively to help build trust, positive feelings, and a sense of belonging within the classroom community. Circles can also be used to discuss classroom expectations, problem-solve common issues, mentally prime students for learning, and create a culture of communication and empathy. With a strong sense of community, circles can also be used to restore relationships that may have been harmed. The SDMC has invested training and resources to bring the concept of circles to our schools. It represents an easy and effective way to foster better relationships and build the foundation for a more positive school climate.

Cultivate Skills that Build Resiliency

To ensure positive mental health for all students, the SDMC ensures all students have the necessary skills and resources to see them through life's successes and challenges. The new FL Resiliency Standards, centered around Character, Personal Responsibility, Mentoring and Citizenship, Critical Thinking and Problem Solving provide the foundation for schools to support and strengthen the characteristics that build resiliency.

The new Florida Resiliency Standards will be implemented for the first time during the 2023-2024 school year. The standards will help us connect several existing universal curricular efforts to include substance use education, health education, character education, and mental health education.

Supporting Safe and Welcoming Learning Communities

Along with elements such as our MTSS, community-building circles, and our district code of conduct, the SDMC undertakes several initiatives to help ensure a safe and welcoming environment for all students.

Several of our district schools partner with the Sandy Hook Promise Foundation and operate a SAVE (Students Against Violence Everywhere) Promise Club. SAVE promise clubs are led by a faculty sponsor and empower student leaders to develop and organize activities designed to create safe and welcoming environments for all students. SAVE Promise Clubs are supported by district staff who seek to increase the number of schools that operate these student leadership clubs. If you are interested in joining or starting a club on your campus, please contact your school's administration.

When threats of harm are made against the school or any member of our school community, each district school has a specially trained threat management team to assist in mitigating the threat of potential harm. The members of the threat management team are charged with investigating any threat of harm and developing appropriate safety plans to help ensure the threat cannot be carried out and that supports are provided to the students involved. Each school's threat management team includes school administrators, discipline personnel, counselors, and other staff, as well as local law enforcement. The SDMC, local law enforcement, and local community mental health providers work together to ensure our policies and procedures are in compliance with all legal requirements and that our schools provide the highest level of safety for all members of their community.

If you become aware of an explicit or implied threat of harm to a school or any member of our school community, please report the concern immediately. In nearly all mass casualty acts of violence in our schools, the perpetrator(s) announce their plans in advance through a phenomenon known as "leakage". Whether on social media or through face-to-face communication, too often these warning signs of impending violence are dismissed or go unreported. The state of Florida has established a reporting system called FortifyFL, which can be downloaded as an app for mobile devices and computers. FortifyFL is designed for suspicious behavior and serious threats that have been made against our schools and school community members. In addition to FortifyFL, the SDMC operates an anonymous reporting system for all acts of bullying, harassment, or other dangerous or unwelcome behaviors that target our students. Each district school has a link on the front page of their website for reporting and there is also a link found on our district website. Together, these reporting systems are designed to help ensure that all concerning or suspicious behavior can be immediately reported and investigated.

SECTION IV STUDENT ATTENDANCE

Florida Compulsory School Law (F.S. 1003.21) states all children who are either six years of age (or who will be six years old by February 1 of any school year), but who have not attained the age of 18 must attend school regularly during the entire school term.

a. You are expected to be on time and in school for the entire student day, each school day.

b. On the day of your absence, a parent or guardian should call the school to explain the absence. The absence will be excused if it meets the criteria outlined below. The parent or guardian must contact the school within 48 hours of the absence or appropriate documentation is required within 5 days. If this contact is not made, the absence will be recorded as unexcused.

c. If you are continually sick and repeatedly absent from school, you must be under the supervision of a physician in order to be excused from attendance. Excessive absences will lead to a parent conference, referral to the District's Child Study Team, referral for social work services, referral to Truancy Court, and the involvement of the State Attorney. Parents who fail or refuse to cooperate with the school in the matter of regular school attendance for their child may be prosecuted for truancy by the State Attorney's Office.

FREQUENTLY ASKED QUESTIONS:

Q: What is an excused absence?

A: An absence can be excused for the following reasons:

a. You are ill or injured.

b. Major illness in your immediate family (this means parents, brothers, sisters, Grandparents, or others living in the home or who are close relatives).
c. Death in your immediate family
d. Religious instruction in your faith - requires note from your parent before the absence.
e. Subpoena or forced absence by any law enforcement agency. A copy of the subpoena or summons must be given to the principal or designee. This includes detention at a juvenile center in which you continue your education.
f. A major disaster as decided by the administration.
g. Any absences, including those for field trips, participation in another academic class or program, or other parental requests as judged appropriate by the principal, provided the request is submitted to the principal forty-eight (48) hours in advance of the absence. A principal may waive the requirement for advance notice if extenuating circumstances exist.
h. A documented appointment with a doctor, dentist, or other medical or legal professional.
i. An occurrence of head lice, with a maximum of two excused days.

Q: How many excused absences can I have?

A: You are allowed nine excused absences. Your parent may excuse nine absences per year. When you have reached your limit, official documentation is then required for every additional absence.

Q: What if I have used all of my excused absences and a family emergency occurs?

A: You must provide appropriate documentation to the school principal or designee for approval. These will be recorded as excused absences.

Q: How can I make up work when I am absent?

A: After an excused absence, you must arrange with your teacher for any make-up work. You have the same number of days you were absent to make up your work. This rule does not apply to some long-term assignments. (A long-term assignment is when a student has 10 or more days to complete the work.) These long-term assignments will be due on the specified date unless excused in writing by the teacher or principal. It is your responsibility to make these arrangements and to submit the make-up work within the deadlines set by the teacher(s). You do not have the right to make up work if your absence was unexcused.

Q. I am going to be absent for semester exams. May I take my exams early?

A: Semester exams may not be given early. You may take your semester exams upon your return to school.

Q: What is an unexcused absence?

A: Anything that does not meet the criteria of an excused absence is considered unexcused. (Please refer to Excused Absences Section.)

Q: How many unexcused absences can I have?

A. In Manatee County, state law requires the regular attendance of children between the ages of 6 and 18 and makes parents and legal guardians legally responsible for seeing that their

children attend school. Family vacations during scheduled school time are considered unexcused absences. If you have accumulated a total of 5 unexcused absences in one month or 10 unexcused/unexplained absences in a 90-day period, your child's school will send a letter to the address listed on school records, in an attempt to ensure parent(s)/guardian(s) are aware of any developing attendance issues. Fifteen unexcused absences in a 90-day period may result in a referral for truancy court action. The District Truancy Department will send a 3-Day Demand Notice by U.S. Mail to the address listed on school records in the event of excessive consecutive unexcused/unexplained absences.

Q: What happens if I am late for school?

A: If you arrive at school late for any reason, you must report to the office and receive a tardy admit slip. The tardy will be deemed as excused or unexcused. You are expected to be in school at the start of the school day, every day.

Q: What is an excused tardy?

A: An excused tardy is when you are late for school due to sickness, injury, death in your family, medical or dental appointments with a note from the physician, school sponsored activities, court date, or other reason approved by the school principal. For elementary students, parents must accompany the student to the office when they are tardy.

Q: What is an unexcused tardy?

A: An unexcused tardy is when you are late to school due to, but not limited to, oversleeping, missing the school bus, shopping trips, pleasure trips, or excessive tardiness due to illness without a physician's verification that the medical condition justifies your tardiness. If an elementary student arrives late and comes into the office unaccompanied by an adult, he or she will receive an unexcused tardy.

Q: May I leave school early in the school day?

A: You are expected to be in school for the full day. However, if you must leave school early, you must go to the office and receive permission for early release. Parents of elementary and middle school students must report to the office to pick up their child. High school students aged 16 or older may sign themselves out early with parent permission, following the school sign-out procedures. You cannot leave your school campus for lunch or other unexcused personal reasons at any point during the school day.

Q: What are excused reasons for leaving school early?

A: Excused reasons for early dismissal follow the same guidelines as excused absences. They include: illness or injury, major illness or death in your immediate family, subpoena or forced absence by a law enforcement agency, a major disaster, a documented appointment with a doctor or dentist, discovery of head lice, participation in another academic class or program, or other parental requests as judged appropriate by the principal.

Q: What happens if I leave school early for unexcused reasons?

A: Numerous early dismissals are unacceptable and unfair to the other students whose instruction is interrupted each time a student leaves early. Individual schools may develop school-based consequences for unexcused early dismissal students.

Q: How does my school attendance affect my privilege to drive?

A: You will lose your driver's license, or privilege of applying for any driver's license, if you are not enrolled in or do not attend school regularly.

NOTE: Students who are withdrawn as dropouts or who have accumulated 15 unexcused absences in 90 calendar days will lose the privilege to apply for or hold a Florida Driver's License. Students who have lost the privilege must subsequently accumulate 30 consecutive SCHOOL days with no unexcused absences in order to receive a Reinstatement of Driving Privilege form. If you need further information regarding this issue, please contact the District Truancy Office at 751-6550, extension 43091.

Q. Does my attendance affect my participation in athletics or extracurricular activities?

A. If you are not present for more than half of the school day on the day of an event, due to any undocumented absence, you may not participate in the athletic or extracurricular event. If you are suspended from school, you may not participate in any school-related function.

SECTION V STUDENT DISCIPLINE

The School District of Manatee County recognizes that a safe, orderly, and supportive learning environment is the result of caring relationships and quality instruction. It is the responsibility of the district to help foster such environments by implementing clear, appropriate, fair, and consistent expectations and consequences for all schools and classroom teachers to construct and carry out their behavior support plans. For these plans to be optimally effective, schools and classrooms must in turn, have the latitude to work within established guidelines to create positive behavioral intervention systems which support the unique needs of their students, families, and communities. Our philosophy of discipline in the School District of Manatee County is rooted in the development of positive relationships with our students and families. We believe that students should have a chance to learn from their mistakes and the opportunity to restore any damaged relationships with peers and adults. Our discipline practices encompass preventative and early intervention measures that seek to strengthen relationships and build positive communities, so that misbehavior is less likely to occur or continue.

MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES

Acts that require specific consequences include the following:

- Possession or Use of Illegal Drugs or Alcoholic Beverages
- Possession or Use of Tobacco Products
- Bullying or Harassment
- Dating Violence and Abuse
- Threats Against Schools
- Chemical or Biological Attacks or Threats

- Possession of Guns, Weapons, or Dangerous Objects
- Gang Activity
- Violent Acts Resulting in Serious Injury
- Making False Accusations or Reports

Drugs and Alcoholic Beverages

Use of a drug authorized by a medical prescription from a registered physician for a specific student shall not be considered a violation of this rule. However, all procedures found in the School District of Manatee County's medication policy must be followed.

You shall not knowingly possess, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, any other controlled or synthetic substance defined in F.S. 893.03, or substitute for such, hemp, Cannabidiol (CBD), alcoholic beverage (including powdered alcohol), inhalant or intoxicant, or over the counter drugs of any kind. This applies to you on the school grounds before, during, or after school hours, or off the school grounds on a school bus, bus stop, at a school activity, function, or event. Also, you shall not possess, have under your control, sell or deliver any device, or contrivance, instrument or paraphernalia containing the substance or substances described in this paragraph, or any residue of such substance, or devices intended for use or used in injecting, inhaling/huffing, smoking, administering, or using any of the foregoing prescribed drugs, narcotics or stimulants.

Possession, Use, Under the Influence

For substances that are not considered over-the-counter, the first offense for possession, use, or under the influence will result in up to a ten (10) day suspension. The principal or designee may offer to reduce your suspension to 5 days providing you and a parent or guardian attend and complete the district's SAFE (Substance Abuse and Family Education) Program. For a second offense of possession, use, or under the influence, you will be automatically suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement may be made to the Superintendent or designee.

Selling, Purchasing, Providing, Distributing, & Receiving

If you buy, sell, trade, provide, negotiate, receive, or engage in any drug or alcohol-related transaction at school, at a school activity, at a school bus stop or on a school bus - even if the sale or purchase does not actually take place - you will be suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement will be made to the Superintendent or designee. Providing or receiving Over The Counter drugs to other students may be considered a Level 2 infraction for endangerment, while providing others with medication prescribed to you (or others) may be considered a Level 4 offense that is subject to a suspension of up to 10 days.

Fake Drugs

If you are caught possessing or distributing a substance that is represented to be an illegal drug you may be suspended for up to 10 days or recommended for a disciplinary reassignment to another school or program.

Possession or Use of Tobacco

Possession or use of tobacco by minors is illegal. If you are caught smoking or in possession of tobacco, the School Resource Officer or other law enforcement officer may give you a written citation. In addition to possible fines, if you are caught using or possessing any form of tobacco, including electronic cigarettes at school, at any school-sponsored activity, at a school bus stop or on the school bus, you will receive a disciplinary consequence. Tobacco or nicotine products include cigars, cigarettes, dip, snuff, dissolvable tobacco products (e.g. gum, mints, or dissolvable strips) and electronic smoking devices. **Additionally, any electronic smoking device is subject to field-testing for illicit substances and may be permanently confiscated.**

Drug and Alcohol Offenses			
Over the Counter Drugs and Medications			
	1st Offense	**2nd Offense**	**Subsequent Offenses**
Possession	Level 1	Level 2	Level 3
Misuse	Level 2	Level 3	Level 4
Providing or Receiving	Level 2	Level 3	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Prescription Drugs (prescribed to the student)			
Possession	Level 2	Level 3†	Level 4
Misuse	Level 3†	Level 4	Level 4
Providing or Receiving	Level 4	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Illegal and Illicit Drugs			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Alcohol			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*

*** Student is automatically suspended for up to 10 days and reassigned to an alternative program**

† Student is offered the SAFE program to assist with any substance use issue

Bullying and Harassment

Conduct that constitutes bullying or harassment, as defined below, is prohibited.

Bullying is the mistreatment of an individual or group characterized by a willful intent to cause harm and a perceived advantage in power. These acts can be socially, emotionally, or physically damaging in nature, to include, but not limited to: teasing, name calling, rumor spreading, exclusion, intimidation, threats, damaging personal property, stealing, public or private humiliation, stalking, pushing, shoving, or other physical attacks, and sexual, religious, or racial/ethnic harassment. Harassment involves any threatening, insulting, or dehumanizing act or gesture, which places an individual in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with an individual's educational performance, opportunities, or benefits; or has the effect of substantially disrupting the orderly operation of a school or activity.

Both bullying and harassment are prohibited at school, during school-related activities (whether on or off campus), on the school bus, at school bus stops, and through the use of computers or other electronic devices, which is known as cyberbullying. Cyberbullying and harassment are also prohibited through off-campus Internet posting, phone calls, or text messaging - if such behavior disrupts the orderly environment of any district school or activity or interferes with the educational opportunities of others.

If you engage in bullying or harassment, the consequences and appropriate remedial action may range from positive behavioral interventions up to and including suspension, reassignment to an alternative program, and expulsion. More severe or persistent infractions will result in more intensive interventions and administrative actions. Additionally, the appropriate school administrator or designee will report to the victim's parents any incident of bullying or harassment once an investigation of an incident has been initiated. Bullying should be reported to the appropriate school administrator or through the School District of Manatee County's anonymous reporting system.

Hazing

Hazing is defined by F.S. 1006.135 as any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. Hazing includes, but is not limited to:

(a) pressuring, coercing, or forcing a student to:
1. Violate state or federal law
2. Consume any food, liquor, drug, or other substance; or
3. Participate in physical activity that could adversely affect the health or safety of the student.

(b) any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

Dating Violence or Abuse

Conduct that constitutes dating violence and abuse as defined below is prohibited. Dating violence is a pattern of verbal, physical, emotional, or sexual violence or abuse used by one person in a current or past relationship to exert power and control over the other person. Abuse

may include insults, coercion, social sabotage, sexual harassment, threats or acts of physical or sexual abuse. The abusive partner uses this pattern of violent or coercive behavior to gain power and maintain control over the other person.

School employees are required to report to the principal or designee suspected cases of dating violence or abuse. Students should report suspected cases of dating violence or abuse to the principal or designee and may do so anonymously. Student victims should report any incidents of dating violence or abuse to the principal or designee as soon after it occurs as possible.

The principal or designee will immediately conduct an investigation of the allegation and proceed under paragraph L. PROCEDURES FOR SUSPENSION AND EXPULSION. If the principal or designee determines a student is guilty of dating violence or abuse, the student will be suspended from school for up to 10 days and may, where appropriate, be recommended for assignment to another school or program as an accommodation for the victim. Suspected criminal conduct will be reported to law enforcement.

The District Health Education Curriculum for grades 7-12 will include a component on teen dating violence and abuse, with emphasis on prevention education.

Threats Against Schools and Persons

If you are involved in making a destructive device, fake destructive device, or planning the use of such a device, either at school, or at a school activity, or while you are at school or at a school activity, you will be suspended for up to 10 days, recommended for expulsion, and reported to law enforcement for prosecution. The same actions will be taken if you make a threat by any means against the school, school property, school personnel, or students, regardless of any disruption on campus or any school-related function. This includes direct, veiled, or implied threats communicated verbally, in writing, or through social media platforms. If you make any such threat, you will be referred to your school's threat management team. This team is charged with helping to ensure the safety of all persons in your school and will take steps that may include interviews with friends, teachers, staff, parents, or employers regarding any concerns they may have. The threat management team is also responsible for making referrals for mental health services and to law enforcement for continued investigation, if you pose a concern or threat to the school or any member of the school community. **You are subject to school-based consequences for any threats communicated online or through the use of technology, regardless of the time, day, or location where the threat was made.**

Reporting Threats or Suspicious Activity

Students, parents, staff, or any individual may report threats, or any concerning behaviors exhibited by a member of our school community. All persons are strongly encouraged to be vigilant of potential signals, warning signs, and threats and to not hesitate in reporting their concerns immediately. This is particularly true of online or social media posts. FortifyFL is an app specifically designed by the State of Florida to assist in reporting suspicious or concerning behavior, which may be downloaded to your mobile device for immediate reporting.

NOTE: If you make a threat or false report - to include a bomb threat, bomb threat hoax, or a knowingly false report - concerning the use of a destructive device or firearm in a violent manner, as defined by F.S. 790.162 and 790.163, involving a school or school personnel's property, school transportation, or a school-sponsored activity, you may be expelled (with or without continuing education services) from your regular school for a period of not less than one full year, as well as referred for criminal prosecution and mental health services identified by the school district, pursuant to F.S. 1012.584(4) for evaluation or treatment, when appropriate (1006.07 (2) (l) F.S.). The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program, if it is determined to be in the best interest of you and the school system. Commission of either of these offenses is a second-degree felony, punishable by up to 15 years imprisonment and a $10,000 fine. The School Board must maintain a policy for all threats to commit violence or harm. Even threats made in jest or in exaggeration must be treated as serious and may subject you to suspension, reassignment, or expulsion. This includes simulating realistic gunfire, explosions, or acts of violence using apps or other technology. If you make a threat of violence, the school administration will assess the situation and where appropriate, take administrative action.

Violent and Aggressive Acts

If you violently attack a School Board employee or any other person or act as a decoy in a violent attack at school, a school function, on the bus or at a bus stop, you will be suspended from school for up to 10 days and may face a recommendation for expulsion or reassignment to an alternative program. If you are charged with violently attacking another person somewhere else other than school, you may be removed from the general education program and administratively assigned to another program if your principal believes your presence on campus may be disruptive or pose a concern for the safety of students or staff.

If you commit two violent or aggressive acts (such as fighting, bullying, threats, or physical aggression) in the same school year and while under the jurisdictional control of the school, you may be placed on a district-level Behavior Assessment and Modification (BAM) contract. A third such offense in the same school year may result in your recommendation for reassignment to an alternative program.

Possession of Firearms and Weapons

According to Florida Statute 790.115(2)(a) students will not possess any firearm, destructive device, or other weapon as defined in F.S. 790.001(13) and/or listed under Category A (below). Federal and state laws require you be expelled from school, with or without continuing educational services, for a period of not less than one full year, referred to mental health services identified by the school district, pursuant to F.S. 1012.584(4), and referred for criminal prosecution if you bring a firearm or a weapon to school, to any school function, or onto any school sponsored transportation, or if you possess a firearm or weapon at school. Expulsion is required, even if you brought the firearm or weapon for self-defense. The School Board may assign you to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the expulsion requirement on a case- by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program or other appropriate consequence, if it is determined to be in the best interest of you and the school system.

NOTE: Per F.S. 790.115, the School District of Manatee County strictly prohibits any firearms from being stored in student vehicles parked on any school grounds or at any school-sponsored event. Your principal may give you written permission to possess a gun or weapon while on campus or at a school function when the gun or weapon is part of the curriculum of the school. An example of this is when a gun or rifle may be part of JROTC drill and firing ranges. If you bring weapon-like contraband to school, to any school function, or onto any school sponsored transportation, or if you use any non-weapon as a weapon to threaten or injure others, you may be suspended for up to 10 days and possibly recommended for alternative placement, expulsion, and referred for criminal prosecution.

WEAPONS AND FIREARMS
Category A

Mandatory Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
b. The frame or receiver of any such weapon described above;
c. Any firearm muffler or firearm silencer;
d. Any machine gun;
e. Any destructive device as defined by F.S. 790.001(4) including but not limited to bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas;
f. Any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive and which has a barrel with a bore of ½ inch or more in diameter;
g. Knife or dirk (excluding common pocket knife, plastic knife and blunt bladed table knife);
h. Metallic or other knuckles;
i. Slungshot - a striking weapon consisting of weight or other hard object affixed on a flexible handle or strap;
j. Billy club;
k. Flare gun;
l. Tear gas gun, except a self-defense chemical spray carried solely for the purpose of self-defense in a compact size and containing not more than 2 ounces of chemical.
m. Chemical weapon or device or any other deadly weapon.
n. Electric weapon or device.

WEAPON-LIKE CONTRABAND
Category B

Suspension or Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Slingshot;
b. Fireworks;
c. Razorblade/razor;
d. Any knife or bladed instrument not covered in Category A;
e. Non-weapons used as weapons: A student using as a weapon any article or substance not normally considered to be a weapon (including but not limited to rocks, pens, pencils, lasers, chains, lumber, screwdriver, etc.) or facsimile (toy or otherwise) but which is used by a student as a weapon to intimidate, threaten, coerce or injure another individual shall be suspended and may be recommended for expulsion.
f. Any replica or facsimile of any item listed in Categories A or B, including toys, souvenirs, antiques, broken, or inoperable weapons, including but not limited to bb guns, pellet guns, paint guns, squirt guns, regardless of how they are used or displayed.
g. Ammunition and any component thereof, including but not limited to bullets, shotgun shells, bullet casings, magazines, or clips.

In addition to the administrative actions listed in the Code of Student Conduct, possession of weapon-like contraband by any student while the student is on school property or in attendance at a school function may also result in criminal prosecution (F.S. 790.115).

Gang Activity

No student shall commit any act which promotes gangs or gang-related activities. A criminal street gang is a formal or informal organization or group that has as one of its primary activities the commission of criminal or delinquent acts and consists of three or more persons who have a common name or common identifying signs or symbols and have one or more members who engage in a pattern of criminal street gang activity. Conduct prohibited by this policy includes but is not limited to the following:

a. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs or other items which may be evidence of membership or affiliation in any gang.
b. Communicating either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership or affiliation in a gang.
c. Soliciting others for gang membership.
d. Tagging, or otherwise defacing school or personal property with gang or gang-related symbols or slogans.
e. Requiring payment of protection, insurance, or otherwise intimidating or threatening any person related to gang activity.
f. Inciting other students to intimidate or to act with physical violence upon any other person related to gang activity.
g. If you commit any gang-related activity while at school, a school activity, school bus stop, or on a school bus, you will be suspended from school for up to 10 days. If you commit a second gang- related activity while under the jurisdiction of the school district that can be documented by law enforcement, you may be assigned to an alternative program or face expulsion.

"Sexting"

If while under the jurisdiction of the school district you post, send or forward to anyone else a nude or sexually revealing images of a person through the Internet or text message, or if you show such images to other people, you may be suspended from school and possibly be recommended for reassignment or expulsion. You may also be subject to arrest for violation of child pornography laws if the student in the photo is a minor. If you are found to have sent any such images or messages to other members of the school community regardless of time or location, you still may be subject to school-based consequences under Florida cyberbullying and harassment laws (F.S. 1006.147).

Making False Accusations

If you intentionally make false accusations that jeopardize the professional reputation, employment or professional certification of a teacher or other member of the school staff, you will be suspended for up to 10 days and may be recommended for assignment to an alternative school or for expulsion.

MISCONDUCT THAT MAY RESULT IN DISCIPLINE

You are expected to behave during the time you are at school, at school activities, at the school bus stop and on the school bus. You may be disciplined if you do anything during those times or attempt to do anything that violates a school rule or that may:

- Hurt, harass or threaten others,
- Damage property,
- Disrupt class, school or a school activity,
- Be dishonest or
- Violate a criminal law or state statute.

You may be subject to disciplinary action even if your conduct occurs off campus but is connected to activities or incidents that occurred on campus or at a school activity, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.

Discipline Matrix for Schools

The discipline matrix is a tool that helps ensure a consistent and progressive response to discipline across all SDMC schools. The below incident codes and corresponding types of offenses represent the different types of infractions found in our FOCUS student information system. These larger infraction headings encompass the full range of student misconduct and include more specific behaviors (such as cutting in the lunch line or using profanity). **Each offense may be met with a range of appropriate consequences that escalate with each successive infraction of that offense. The matrix does not necessarily call for every intervention or consequence listed, but rather reflects a range of appropriate possibilities, considering any mitigating factors. All Office Discipline Referrals are also met with a phone call home to your parent(s), in addition to any consequences outlined in the matrix.**

Once the type of offense is located on the left-hand side of the matrix, simply follow that row to the right to see which consequences and interventions are considered appropriate for the number of times that specific offense has been repeated. You may use the key below for proper identification of the specific types of administrative action found on the matrix. The term SESIR is found throughout the discipline matrix and is an acronym for School Environmental Safety Incident Reporting. These discipline incidents are defined by the state and reported to the Florida Department of Education on a monthly basis.

Action Code	**Administrative Action Type**	Action Code	**Administrative Action Type**
ASD	After School Detention	LDT	Lunch Detention
ALT	Alternative Placement Referral	S	Other SESIR Defined
AOS	Alternative to OSS	OSS	Out of School Suspension
AWD	Assign Work Detail	PCN	Parent Conference
BSD	Before School Detention	PPH*	Parent(s) Phoned
BCM	Behavior Contract Made	PWR	Parent(s) Written
CUP	Clean Up – Vandalism	PMD	Peer Mediation
CMS	Community Service	RGU	Referred to Guidance
CFS	Confiscation	RLW	Referred to Law Enforcement
CFR	Conflict Resolution (includes NCO)	RTI	Response to Intervention (MTSS)
CAW	Counseled and Warned	RES	Restitution
DIS	Other District Defined (such as contracts, intervention courses)	SPH	Susp. Extended, Pending Hearing
EXS	Extra School	ISC	Susp. Until Parent Conf. – ISS
FIN	Fine Charged	OSC	Susp. Until Parent Conf. – OSS
ISS	In-School Suspension	SBS	Suspended from Bus
LOA	Letter of Apology	TMO	Time Out
LPP	Loss of Parking Privileges	Zero	Student receives no grade for work
LOP	Loss of Privileges		

* All Office Discipline Referrals are to be met with attempted telephone contact with the enrolling parent

SDMC Elementary School Discipline Matrix – Grades PK-2

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	No Referral – work with parents to resolve attendance issues				
DB	Disruptive Behavior	CAW	LOP, PWR, TMO	PCN, LOP, ISS, RGU, TMO	LDT, LOP, PCN, RTI 1 Day ISS	LOP, PCN, RTI, 1 Day ISS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	LOA, LOP	CFR, LOA, LOP, PWR, RGU	CFR, LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
FS	Failure to Serve Consequence	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
HP	Horseplay	CAW	CAW, LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
MV	Medication Policy Violation	CAW	LOP, PWR, PCN	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, 1 Day ISS,	LOP, PCN, RTI, 1-2 Days ISS,	1 Day OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RTI, 1-2 days ISS	BCM, DIS, LOP, PCN, 1 Day OSS	ALT, LOP, 1-2 Days OSS
CH	Cheating	LOP, Zero,	LOP, PWR, Zero,	LOP, PCN, PWR, RGU, TMO, Zero	LDT, LOP, PCN, RTI, TMO, Zero,	LOP, PCN, Zero, 1 Day ISS
CO	Contraband, Possession	CAW, CFS, LOP,	CFS, LOP, PWR, RGU, TMO	CFS, LOP, PCN, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	ALT, CFS, LOP, PCN, RTI, 1 Day ISS
DF	Defiance	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
EC	Electronic Cigarette Possession	CFS, PCN, RLW	CFS, PCN, RLW, RTI, 1 Day ISS	CFS, PCN, RLW, RTI, 1 Day OSS	Contact DCF	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
EN	Endangerment	CAW, LOA, LOP	LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, TMO	LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
LC	Leaving Campus Without Authorization	CAW, LOP	LOP, PCN, RTI, TMO	LOP, PCN, RTI, TMO, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
*TBC	SESIR Tobacco Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RGU, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
VN	Vandalism (Under $1,000)	CAW, LOA, LOP	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
LEVEL 3 OFFENSES						
Due to age considerations, the PK-2 Matrix does not include SESIR incidents. Please refer to the Grade 3-5 Matrix, if you determine behavior from a PK-2 student qualifies as a SESIR incident.						
AG	Aggression, Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
*ALC	SESIR Alcohol Possession, Use, or Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
*BUL	SESIR Bullying	See Grades 3-5 Matrix	-	-	-	-
CS	Contraband, Sale	CAW, CFS, LOP, PWR	CFS, LOP, PNC, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	See Grades 3-5 Matrix	-	-	-	-
*DRU	SESIR Drug Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FT	Fighting, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS	-
GN	Gang-Related Activity	See Grades 3-5 Matrix & Contact DCF	-	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*HAR	SESIR Harassment	See Grades 3-5 Matrix	-	-	-	-
*HAZ	SESIR Hazing	See Grades 3-5 Matrix	-	-	-	-
OS	Other Serious Misconduct	LOP, PWR, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
*STL	SESIR Theft/Larceny ($750 or More)	See Grades 3-5 Matrix	-	-	-	-
SX	Sexting	See Grades 3-5 Matrix	-	-	-	-
*SXH	SESIR Sexual Harassment	See Grades 3-5 Matrix	-	-	-	-
*SXO	SESIR Sexual Other	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
*TRS	SESIR Trespassing	See Grades 3-5 Matrix	-	-	-	-
*VAN	SESIR Vandalism	See Grades 3-5 Matrix	-	-	-	-
LEVEL 4 OFFENSES Due to age considerations, the PK-2 Matrix does not include SESIR incidents. Please refer to the Grade 3-5 Matrix, if you determine behavior from a PK-2 student qualifies as a SESIR incident						
*ARS	SESIR Arson	See Grades 3-5 Matrix	-	-	-	-
*BAT	SESIR Battery	See Grades 3-5 Matrix	-	-	-	-
*DOC	SESIR Disruption on Campus	See Grades 3-5 Matrix	-	-	-	-
*DRD	SESIR Drug Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FA	False Accusation	LOP, PCN, PWR, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	ALT, PCN, 1-2 Days OSS	-	-
*FIT	SESIR Fighting	See Grades 3-5 Matrix	-	-	-	-
*OMC	SESIR Other Major	See Grades 3-5 Matrix	-	-	-	-
*PHA	SESIR Physical Attack	See Grades 3-5 Matrix	-	-	-	-
*ROB	SESIR Robbery	See Grades 3-5 Matrix	-	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*SXA	SESIR Sexual Assault	See Grades 3-5 Matrix	-	-	-	-
*SXB	SESIR Sexual Battery	See Grades 3-5 Matrix	-	-	-	-
*TRE	SESIR Threat	See Grades 3-5 Matrix	-	-	-	-
WC	Weapon-Like Contraband	CAW, CFS, LOP, PWR, RGU, RLW	CFS, DIS, LOP, PNC, RGU, RTI, 1 Day ISS	ALT, CFS, DIS, LOP, PNC, RTI, 1-2 Days OSS	-	-
*WPO	SESIR Weapon Possession or Use	See Grades 3-5 Matrix	-	-	-	-

SDMC Elementary School Discipline Matrix – Grades 3-5

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	CAW, LOP	LOP, TMO	No referral for arriving late to campus– work with parents to resolve attendance issues		
DB	Disruptive Behavior	CAW, TMO	LOP, PWR, RGU, TMO, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS	LOP, PCN, RTI, 1-2 Days OSS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	CFR, LOA, LOP, PMD, TMO	CFR, LOP, PMD, PWR, RGU, TMO, 1 Day ISS, RTI	CFR, LDT, LOP, PCN, PMD, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1-2 Days OSS
FS	Failure to Serve Consequence	CAW	ASD, BSD, LDT, LOP	ASD, BSD, LDT, LOP, PCN, 1 Day ISS	ASD, BSD, LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 2-3 Days ISS
HP	Horseplay	CAW	CAW, LOP, RGU, TMO	LDT, LOP, PWR, RGU, RTI, TMO	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LDT, LOP, TMO	LDT, LOP, PWR, RGU, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS
MV	Medication Policy Violation	CAW, PWR	LOP, PWR, PCN	LDT, LOP, PCN, RTI	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW, CFS	LOP, PWR, CFS, TMO	CFS, LDT, LOP, PCN, TMO, RTI	CFS, LDT, LOP, PCN, RTI, 1 Day ISS	CFS, LOP, LDT, PCN, RTI, 1-2 Days ISS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, PMD, TMO	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1 Day ISS	LDT, LOP, PCN, PMD, RGU, RTI, 1-2 Days ISS,	DIS, LOP, PCN, RTI, 1 Day OSS,	ALT, LOP, PCN, ALT, 1-2 Days OSS
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LDT, LOP, RGU,1-2 Days ISS	BCM, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, 1-3 Days OSS
CH	Cheating	LOP, TMO, Zero,	LDT, LOP, PWR, RGU, Zero, 1 Day ISS	LDT, LOP, PCN, RTI, Zero, 1-2 Days ISS	LDT, LOP, PCN, RTI, Zero, 1 Day OSS	LOP, PCN, Zero, 1-2 Days OSS
CO	Contraband, Possession	CAW, CFS, LOP, TMO	CFS, LOP, PCN, RGU, 1 Day ISS	CFS, LDT, LOP, PCN, RTI, 1-2 Days ISS	CFS, DIS, LDT, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, LOP, PCN, 1-2 Days OSS
DF	Defiance	CAW, LOA, LOP, TMO	LDT, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LDT, LOA, LOP, PWR, RGU, TMO	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
EC	Electronic Cigarette Possession	CFS, DIS, PWR, RLW, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, 1-3 Days OSS, Contact DCF
EN	Endangerment	CAW, LOA, LOP, TMO	LDT, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO, 1 Day ISS	LDT, LOP, PWR, RGU, TMO, 1-2 Days ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN, 1-3 Days OSS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
LC	Leaving Campus Without Authorization	CAW, LDT, LOP, TMO	LDT, LOP, PCN, RTI, TMO, 1 Day ISS	LDT, LOP, PCN, RTI, TMO, 1-2 Days ISS	DIS, LDT, LOP, PCN, RTI, 1-3 Days ISS	ALT, LOP, PCN, 1 Day OSS
*TBC	SESIR Tobacco Possession or Use	CFS, PWR, RLW, TMO, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, CFS, PCN, RLW, Contact DCF	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES, RLW, TMO	LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, CUP, LOA, LOP, RES, RLW, TMO	CUP, LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 1-3 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 3 OFFENSES						
AG	Aggression, Physical	CAW, CFR, LOA, LOP PMD, 1 Day ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS. 1-2 Days OSS	LDT, LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS,	DIS, LOP, PCN, RTI, 1-4 Days OSS,	ALT, LOP, PCN, ALT, 2-5 Days OSS
*ALC	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT (automatic), LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
*BUL	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1-2 Days OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4 Days OSS
CS	Contraband, Sale	CFS, LOP, PWR, 1-2 Days ISS, 1 Day OSS	CFS, LOP, PNC, RGU, RTI, 1 Day OSS	BCM, CFS, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	CFR, LOP, RLW, 1-2 Days ISS, 1 Day OSS	BCM, CFR, LOP, PCN RLW, RTI, 1 Day OSS	CFR, DIS, LOP, PCN, RLW, RTI, 1-2 Days OSS	ALT, CFR, LOP, RLW, 1-3 Days) OSS	-
*DRU	SESIR Drug Possession or Use	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
FT	Fighting, Non-SESIR	CFR, LDT, LOA, LOP, PMD, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days OSS	DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, DIS, LOP, PCN, RTI, 1-4 Days OSS	-
GN	Gang-Related Activity	CFR, LOP, PCN, RLW, 1-2 Days OSS	BCM, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS. Contact DCF	-	-
*HAR	SESIR Harassment	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*HAZ	SESIR Hazing	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
OS	Other Serious Misconduct	LDT, LOP, PWR, 1-2 Days ISS, 1 Day OSS	LDT, LOP, PCN, PWR, RGU, 1-2 Days OSS	BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS,	ALT, LOP, PCN, 2-4 Days OSS
*STL	SESIR Theft/Larceny ($750 or More)	LDT, LOA, LOP, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	BCM, LOP, PCN, RES, RGU, RLW, RTI, 1-2 Days OSS	BCM, LOP, PCN, RES, RLW, RTI, 1-3 Days OSS	DIS, LOP, PCN, RES, RTI, RLW, 1-4 Days OSS	ALT, LOP, PCN, RES, RLW, 2-5 Days OSS
SX	Sexting	LDT, LOP, PWR, RLW, 1 Day ISS,	LDT, LOP, PCN, RGU, RLW, 1 Day	BCM, LDT, LOP, PCN, RLW, RTI,	DIS, LOP, PCN, RLW, RTI, 1-3	ALT, LOP, 2-4 Days OSS,

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
		1 Day OSS	OSS	1-2 Days OSS, Contact DCF	Days OSS, Contact DCF	Contact DCF
*SXH	SESIR Sexual Harassment	CFR, LOA, LOP, PWR, RGU, RLW, 1 Day ISS, 1 Day OSS	CFR, LOP, PCN, RLW, RTI, 1 Day OSS, Contact DCF	BCM, CFR, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	CFR, DIS, LOP, PCN, RLW, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*SXO	SESIR Sexual Other	CFR, LOP, PCN, RLW, 1-2 Days OSS, Contact DCF	BCM, CFR, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS, Contact DCF	-	-
*TRS	SESIR Trespassing	LOP, PWR, RLW, 1 Day ISS	LOP, PCN, RLW, 1 Day OSS	BCM, LOP, PCN, RLW, RTI, 1-2 Days OSS	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS	ALT, LOP, RLW, 2-4 Days OSS
*VAN	SESIR Vandalism	CUP, LOA, LDT, LOP, PCN, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	CUP, LDT, LOP, PCN, RES, RGU, RLW, 1-2 Days ISS	BCM, CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days OSS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-3 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 2-4 Days OSS
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	ALT, PCN, LOP, RLW, 2-4 Days OSS	ALT, PCN, RLW, 4-6 Days OSS	-	-	-
*BAT	SESIR Battery	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DOC	SESIR Disruption on Campus	ALT, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DRD	SESIR Drug Distribution	ALT, PCN, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
FA	False Accusation	ALT, LOA, LOP, PCN, 2-4 Days OSS	ALT, DIS, LOA, LOP, PCN, RTI, 4-6 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*FIT	SESIR Fighting	CFR, LOP, PCN, 1-3 Days OSS	CFR, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*OMC	SESIR Other Major	CFS, LOP, PCN, 1-3 Days OSS	ALT, CFS, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, CFS, PCN, 5-10 Days OSS	-	-
*PHA	SESIR Physical Attack	CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*ROB	SESIR Robbery	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-	-
*SXA	SESIR Sexual Assault	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	ALT, RLW, 5-10 Days OSS, Contact DCF	-	-	-
*SXB	SESIR Sexual Battery	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
*TRE	SESIR Threat	CFR, LOP, PWR, PCN, RLW, RTI, 1-3 Days OSS, Conduct Threat Assessment	ALT, CFR, DIS, LOP, PCN, RTI, RLW, 3-5 Days OSS, Conduct Threat Assessment	ALT, PCN, RLW, 5-10 Days OSS, Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	CFS, LOP, PWR, RGU, RLW, 1-3 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, RTI, 3-5 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, 5-10 Days OSS Consider Threat Assessment	-	-
*WPO	SESIR Weapon Possession or Use	ALT, CFS, PNC, 5-10 Days OSS, Conduct Threat Assessment	-	-	-	-

SDMC MIDDLE SCHOOL MATRIX FOR GRADES 6-8

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	ASD, BSD, or LDT	ASD, BSD, or LDT, AWD, EXS	1 Day ISS, TMO, LOP, BCM, RTI	1-2 Days ISS, LOP, PCN, RTI	2-3 Days ISS, LOP, RTI
DB	Disruptive Behavior	ASD, BSD, or LDT	ASD, BSD, or LDT, EXS	1 Day ISS, TMO, LOP, BCM, RTI	1-2 Days ISS, or 1 Day OSS LOP, BCM, RTI	2-3 Days ISS, or 1-3 Days OSS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT, RTI	LOP (30 Days) , RTI	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, LOA, TMO	1-2 Days ISS, LOP, PWR, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
		ASD, BSD, or LDT	EXS	1-3 Days ISS, TMO, RTI	1-2 Days OSS, LOP, BCM	2-3 Days OSS BCM, LOP, PCN,

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HP	Horseplay					RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-3 Days ISS, LOP	1 Day OSS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP, RTI	1-2 Days ISS, 1 Day OSS, LOP, BCM, RTI	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS, LOP	1-2 Days ISS, PCN, LOP	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	ASD, BSD, or LDT, AWD	EXS, LOP, TMO, RTI	1 Day ISS, TMO, EXS, LOP, RTI	1-3 Days ISS, EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	ASD, BSD, or LDT, CFS	EXS, 1 Day ISS, TMO, CFS, RTI	1-3 Days ISS, CFS, LOP, PCN, RTI	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, RTI, BCM,	3-4 Days OSS, LOP, RTI, PCN	4-5 Days OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT, LOP	Zero, EXS, LOP	Zero, 1 Day ISS, TMO, LOP	Zero, 1-3 Days ISS, LOP, PCN	Zero, 1-2 Days OSS, LOP
CO	Contraband, Possession	1-2 Days ISS, TMO, 1 Day OSS, CFS	2-3 Days ISS, 1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS, RTI	3-4 Days OSS, CFS LOP, PCN, RTI	4-5 Days OSS, CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2 Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN, RTI	4 Days OSS, LOP, CFS, FIN, RLW, PCN, RTI	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS	1-2 Days OSS, LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD, 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN, DIS
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, DIS, ALT
LC	Leaving Campus W/O Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, EXS, ASD, LDT, BSD	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*TBC	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, PCN, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES, AWD, CMS, LOP, RLW, DIS, RTI	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
LEVEL 3 OFFENSES						
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT, RTI	6-7 Days OSS, LOP, ALT
*ALC	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
*BUL	SESIR Bullying	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-2 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT	-
DV	Dating Violence or Abuse	1-2 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
*DRU	SESIR Drug Possession or Use	5-10 Days OSS (SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS*, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN, RTI	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
*HAR	SESIR Harassment	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
*HAZ	SESIR Hazing	1-2 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT, RTI	-
*STL	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP, RTI	4-5 Days OSS, RLW, RES, LOP, PCN	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-4 Days OSS, RLW, LOP	4-5 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS, ALT	6-7 Days OSS, RLW, LOP, ALT
*SXH	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
*SXO	SESIR Sexual Other	1-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
*VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS, RTI	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	3-10 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*BAT	SESIR Battery	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-
*DOC	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
*DRD	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT	-	-
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 Days OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

SDMC HIGH SCHOOL MATRIX FOR GRADES 9-12

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
	LEVEL 1 OFFENSES					
AT	Attendance Violation	LDT	ASD, BSD,	AWD, EXS, 1 Day ISS, TMO, RTI	AWD, EXS, 1-2 Days ISS, LOP, BCM,	2-3 Days ISS, BCM, LOP, PCN
DB	Disruptive Behavior	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO, RTI	1-2 Days ISS, LOP, BCM, RTI	2-3 Days ISS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT, RTI	LOP (30 Days), RTI	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, TMO, LOA	1-2 Days ISS, TMO, LOP, PWR, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-2 Days ISS, LOP	2-3 Days ISS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP, RTI	1-2 Days ISS, 1 Day OSS, LOP, BCM	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS	1-2 Days ISS, PCN	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	LDT	ASD, BSD, or LDT, RTI	EXS, LOP, RTI	EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	LDT, CFS	ASD, BSD, or LDT, CFS, TMO, RTI	1-3 Days ISS, TMO, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS	1-3 Days ISS, TMO, 1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, RTI

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT	Zero, EXS	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
CO	Contraband, Possession	1-2 Days ISS, 1-2 Days OSS, CFS	1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS, RTI	3-4 Days OSS, CFS LOP, PCN, RTI	4-5 Days OSS, CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS, ALT
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2, Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN, RTI	4 Days OSS, LOP, CFS, FIN, RLW, PCN, RTI	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS	1 Day OSS, LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, TMO, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, RTI	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
*TBC	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES AWD, CMS, LOP, RLW, DIS	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
LEVEL 3 OFFENSES						
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
*ALC	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*BUL	SESIR Bullying	1-3 Days OSS, LOP	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-3 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS, CFS, RLW LOP, ALT, RTI	-
DV	Dating Violence or Abuse	1-3 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
*DRU	SESIR Drug Possession or Use	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
*HAR	SESIR Harassment	1-3 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
*HAZ	SESIR Hazing	1-3 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT	-
*STL	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days OSS, RLW, RES, LOP, PCN, RTI	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-3 Days OSS, RLW, LOP	3-4 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS	6-7 Days OSS, RLW, LOP, ALT
*SXH	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
*SXO	SESIR Sexual Other	1-5 Days OSS, DIS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
*VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 Days OSS, RES, RLW, ALT	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	3-5 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*BAT	SESIR Battery	3-10 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-
*DOC	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
*DRD	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
*FIT	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT		
*OMC	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
*PHA	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
*ROB	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXA	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
*SXB	SESIR Sexual Battery	5-10 OSS, RLW, ALT	-	-	-	-
*TRE	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
*WPO	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

DISCIPLINE FOR STUDENTS WITH DISABILITIES (SECTION 504 AND IDEA)

If you are an IDEA or Section 504 eligible student and have an Individualized Education Plan (IEP) or Section 504 Plan, you are expected to comply with the District Code of Student Conduct and school rules just like any other student. If you violate the District Code of Student Conduct or school rules, you are subject to discipline just like any other student. There are, however, some special rules dealing with suspensions, assignments to alternative programs, and expulsions.

Q. How are In-School Suspensions handled?

A. If a student with a disability receives an in-school suspension, the student's IEP or Section 504 Plan will continue to be in force. An in-school suspension is not considered an out-of-school suspension if the IEP or Section 504 Plan is followed.

Q. Can a student with a disability receive an out-of-school suspension?

A. Yes. A student with a disability may be suspended from school just like any other student and will not receive any educational services during the suspension.

Q. Can a principal use other forms of discipline with a student who has a disability?

A. Yes. A principal or designee may use any other form of in-school discipline when dealing with a student with a disability who has violated the District Code of Student Conduct or a school rule, provided that non-disabled students are disciplined the same way. Such discipline actions may include detentions, in-school suspension, extra school, Saturday school, or exclusion from extracurricular activities or field trips.

Q. What happens when a student with a disability reaches ten days of Out-of-School Suspension?

A. School personnel familiar with the student and the student's IEP or Section 504 Plan will meet with the parents as a team. For both IDEA and Section 504 eligible students, this team will determine if the student's disability is causing the misconduct (Manifestation Determination) and whether changes to the IEP or Section 504 Plan are necessary. For the IDEA eligible student, this team will also ensure a current Functional Behavioral Assessment (FBA) and a Behavior Intervention Plan (BIP) are in place, or recommend changes to either document.

Q. Can a student with a disability be reassigned to another school?

A. Yes. A student with a disability may be reassigned to another school, provided certain conditions are met. Students with disabilities may be reassigned to an alternative program for persistent disruptive behavior, only if that behavior is determined to not be substantially related to or caused by their disability and a current FBA and BIP are in place. Students may be also reassigned to an alternative program for behavior which represents a concern for the safety of other students or staff or the orderly operation of a school. If committed on campus, these acts must also not be substantially related to or caused by the student's disability.

Q. If a student with a disability has a weapon, illegal drugs or causes serious bodily injury to someone, what disciplinary actions may be taken?

A. When a student with a disability commits one of these infractions at school or at a school-related function, that student may be subject to the same administrative action and for the same length of time as a non-disabled peer - provided the behavior is determined to <u>not</u>

be a manifestation of their disability. Even if the behavior is determined to be a manifestation of the student's behavior, he or she may be removed to an interim alternative educational setting for not more than forty-five (45) school days. Such placement does not require parent consent.

Q. Who determines the interim alternative educational setting (IAES)?

A. The IAES will be determined by the IEP or Section 504 Plan team.

Q. May a student with a disability be expelled?

A. Yes, but only if services are provided by the district.

Q. May a student with a disability be suspended from the bus?

A. Yes. Students with disabilities may be suspended from the bus just as any other student. Responsibility for transporting the student to school would then fall to the parent. However, any days missed during the bus suspension will be counted as an Out-of-School Suspension, unless the parent excuses or documents the absence.

Q. If transportation is a related service identified on the IEP or Section 504 Plan, may a student with a disability be suspended from the bus?

A. Yes. If transportation is a related service identified on the student's IEP or Section 504 Plan, and suspension or expulsion from the bus is recommended, then the bus suspension will be counted as an Out-of-School Suspension if the student is not in attendance.

Q. May a parent or guardian record an IEP meeting?

A. Yes. A parent, authorized representative of a parent, or IEP team member is permitted to record the meeting. He or she must use his or her own recording device and the District will obtain its own recording of the meeting. The District is under no obligation to provide the parent with a transcription of the recording the District obtains on its own equipment. If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

ENGLISH LANGUAGE LEARNERS

English Language Learners (ELLs) are not to be subjected to disciplinary action exclusively because of their use of a language other than English. However, all School District of Manatee County students, regardless of their ability to speak English, are governed by the Code of Student Conduct.

CONDUCT ON SCHOOL BUSES

The School Board believes you and your fellow students, as well as the bus driver, should be able to ride safely on school buses. In addition to any bus-specific consequences, you may be disciplined for any action on the bus in the same manner as if the conduct had happened at school. You are also subject to disciplinary action while at the bus stop, if your behavior has a harmful effect on the health, safety, or welfare of any member of the school community. You should assume that you are being recorded any time you are riding a school bus.

Parent Responsibility

Your parents are responsible for your behavior at the bus stop prior to the arrival of the bus in the morning and after the departure of the bus at the end of the day. However, if you are at the bus

stop and violate school rules, the school can still discipline you for your behavior if it has a harmful effect on the health, safety, or welfare of any member of the school community. Students are to be on time and stand off the roadway.

Damage to Bus
If you cause any damage to the bus or another vehicle, your parent will be required to pay for the damage.

Waiting for the Bus
Wait for the bus to come to a complete stop before you approach the bus. To cross in front of the bus, wait for the driver to signal you.

Items Not Allowed on a Bus

a. Any item prohibited elsewhere in the District Code of Student Conduct
b. Glass containers of any kind
c. Balls
d. Bats
e. Cologne/perfume
f. Cutting instruments of any kind
g. Any large or bulky item that interferes with proper seating of students (examples: large musical instruments or athletic equipment)
h. Any animal
i. Batons, drum sticks, tennis rackets (unless in proper carrying case)
j. Aerosol sprays may be possessed but use on buses or enclosed areas is expressly prohibited

Rules While on the Bus
The bus driver is in charge and you must obey the driver at all times. You must tell the bus driver your correct name when asked. The bus driver and school will keep a seating chart. You must be on time; the bus cannot wait for you if you are tardy. YOU MAY NOT RIDE ANY BUS OTHER THAN YOUR ASSIGNED BUS. You can be disciplined if you do not follow all district and school rules and the following special rules: a. Sit in your assigned seat and use the seat belt if available.
b. Stay seated at all times while the bus is in motion. c. Do not place any part of your body outside the bus windows. d. Do not distract the driver with loud conversation or noises. e. Observe appropriate classroom conduct. f. Do not eat or drink on the bus. g. Maintain absolute silence at railroad crossings. h. Do not throw any items on the bus or out of the bus windows. i. Do not mark, cut or damage bus seats or the bus itself. j. Do not display signs from the bus. k. Do not use obscene language or gestures. l. Cell phones are to be turned off.

Discipline If You Do Not Follow the Bus Rules

a. If you commit minor infractions, the school bus driver has the authority to address your behavior. If you cause repeated problems on the bus, the bus driver will give the school a written discipline referral for what you did. School administrators can take any action contained in this Code against you for misbehaving at a bus stop or on a bus.
b. Discipline on school buses will be dealt with according to the following protocols; however, severe infractions (for example, fighting, setting a fire on the bus) may result in immediate suspension or recommendation for expulsion based on the recommendation of the principal or designee.

Elementary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student assigned to front of the bus for one week and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

6th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in recommendation for removal from the bus for the remainder of the year.

Secondary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in removal from the bus for the remainder of the year.

c. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school. Bus suspensions may not be extended beyond the number of days originally prescribed by the principal or designee.

d. You can be removed from the school bus by the Superintendent or his designee for up to one calendar year for misconduct or a violation of the bus rules on a school bus or at a bus stop, based upon the recommendation of the principal and after the principal has suspended you from riding the bus for 10 days for an incident. Before the Superintendent or designee removes you from the bus, you and your parents will be informed in writing of the Principal's recommendation and the basis for that recommendation. The Superintendent or designee will inform you and your parents in writing of any removal from

the bus.

e. Even if you transfer to a new school, you will be held responsible for any previous incidents of bus misconduct from your previous school.

SCHOOL DRESS CODE

The dress and grooming of District students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix.

Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have the following specific consequences. In addition to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment:

a. For a first offense, a student shall be given a verbal warning and the school principal (or designee) shall call the student's parent or guardian.

b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal (or designee) shall meet with the student's parent or guardian.

c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria.

d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days.

e. For a Fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above.

Requirements for student dress in all schools are listed below:

a. All shirts and blouses must cover the midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders.

b. Shorts, skirts, divided skirts, dresses, and culottes are allowed. They must be mid-thigh length or longer.

c. All trousers, pants, or shorts must completely cover undergarments, including boxer shorts.

d. All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang-related symbols; alcohol, tobacco, drugs, or advertisements for such products.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

Further Clarification/other requirements:

a. Form-fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer.

b. See-through or mesh fabric clothing may only be worn over clothing meeting requirements.

c. Clothing must be appropriate in size, with the waist of the garment worn at the student's waist.

d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be

worn as outer garments.

e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions.

f. Bandanas or sweatbands are not allowed to be visible on school grounds during regular school hours.

g. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal.

h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.

SCHOOL UNIFORMS POLICY

Manatee County elementary or secondary schools may implement a mandatory uniform policy, governing students enrolled at the school only if all conditions set forth in the following procedures are met:

Initiation

a. A favorable vote of at least 67 percent or more by the School Advisory Council (SAC) must occur to support mandatory use of uniforms for students.

b. The school or SAC conducts a survey of parents of all students in that school and at least 51 percent of the families completing the survey must indicate that they are in favor of establishing such a program. Ballots must be received from a majority of eligible families. Parents are to be surveyed every three years at any school implementing a uniform program.

c. The school must establish a uniform committee that adequately represents all segments of the school community. The uniform committee must follow guidelines promulgated by the Superintendent for selection of uniforms.

d. The school-selected uniforms must comply in all respects with the other provisions of the district rules concerning appropriate attire.

e. The uniforms selected may not be characterized as gender-specific (both boys and girls may wear slacks).

f. The school must make provisions for those students who, by reason of financial hardship, cannot comply with the uniform and must notify the students' parents of these provisions.

Communication

Each school implementing a uniform policy must communicate to parents the following:

1. types and colors of uniform;
2. requirements for jackets or outer garments;
3. optional articles of attire, if any;
4. compliance measures to be employed;
5. the availability of financial support and the procedures for applying for assistance;
6. methods to facilitate recycling of uniforms within the school community; and
7. notice of uniform sales and lists of competitive prices from vendors of uniform articles.

The means by which this information is communicated shall include one or more of the following: school newsletters, parent forums, telephone hotline, PTA/PTO meetings and newsletters, school advisory council meetings, television, radio, newspaper announcements, posters displayed at school and in the community, and registration materials.

Compliance Measures

a. Each school shall develop incentives and positive reinforcement measures to encourage full compliance with the uniform policy. Each school should strive to achieve full compliance through use of incentives and positive reinforcement measures and should resort to disciplinary action only when positive measures fail to ensure compliance. In addition, schools shall communicate with parents so that expectations, rationale and benefits are fully understood by the student and the family.

b. If necessary, disciplinary action may be taken to encourage compliance with the policy. Since the intent of the policy is not to inhibit or prohibit any student who is not in uniform from receiving the education to which he or she is entitled, no student shall be suspended from class or from school, expelled from school, or receive a lowered academic grade as a result of not complying with the policy.

c. Prior to initiating any disciplinary action against a student not complying with the policy, a school administrator shall hold a conference with the parent or guardian to solicit cooperation and support.

d. Disciplinary action is initiated only after all other means to secure support and cooperation as mentioned above have not succeeded. A "progressive discipline" approach is to be employed by the school support staff so as to encourage full and consistent compliance with the least amount of disciplinary action.

e. In order to ensure a smooth transition to a uniform policy, and in order to ensure that incentives and positive reinforcement measures are employed before resorting to disciplinary action, no school implementing a uniform policy shall take disciplinary action for the first two months of implementation unless those not in compliance materially or substantially interfere with the requirements of appropriate discipline.

f. Exceptions to wearing the uniform are permitted when:

   1. Uniforms of a nationally recognized youth organization such as JROTC, Civil Air Patrol, or the Boy Scouts or Girl Scouts are worn on regular meeting days.

   2. A student wears a button, arm band, or other accoutrement to exercise the right to freedom of speech as guaranteed by the First Amendment, unless the button, arm band, or other accouterment signifies or is related to gangs, gang membership or gang activity.

   3. The wearing of a school uniform violates a student's sincerely held religious belief.

   4. A student's parent or guardian has secured an exemption from the uniform policy by following the procedures set forth below.

g. Parents or guardians are permitted to exempt their children from the uniform program by the following procedure:

1. Parents should be notified of the exemption procedure.
2. A request is made by mail or in person by the parent or guardian for an Application for Exemption from the Uniform Program ("Application"). The parent or guardian may obtain an Application at the student's school site.
3. The Application is completed in full and submitted to the school principal.
4. The school principal or other designated administrator meets with the parents to discuss the uniform policy and the nature of the objections to the policy. The purposes of this meeting include: (a) ensuring that the parents or guardians understand the reasons for, and goals of the uniform policy; (b) verifying the accuracy of the information on the Application; and (c) preventing fraud or misrepresentation.

SECTION VI PROCEDURES RELATING TO DISCIPLINARY ACTIONS

Each school and classroom in the school District of Manatee County is required to develop their own behavior plans, which support the unique needs of their students, families, and communities. Common disciplinary actions at each school may include, but not be limited to the following:

Loss of Privilege
For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to, parking, use of technology, extracurricular activities, and assemblies.

Disciplinary Probation/ Check-in/Check-out
For a specified period of time, you are assigned to report frequently to a staff member who will assist in monitoring your adjustment to the school situation.

Detention/Extra School
You report to an assigned location at your school for a specified period of time before or after school for supervised study hall activities. Extra school is not intended to interfere with your regular class schedule.

Fine/Restitution
You may be given a written citation by the School Resource Officer and required to pay a fine if you are caught smoking or in possession of tobacco. You may be required to pay restitution for any damage you may have caused to School Board property.

Student Work Assignments
If your parent and a school administrator agree, the administrator can assign you to a work detail at the school. The principal will decide who will supervise your work.

Saturday School
You may be required to attend Saturday School if an administrator has contacted your parent at least twenty-four (24) hours in advance.

In-School Suspension
You may be assigned to a specific location at your school during the school day where you will be required to continue your regular academic coursework. This assignment may be for a single period (usually referred to as Time Out), all day, or for multiple days. Time Out may also be used in lieu of detentions, when transportation or other issues prevent their assignment.

Classroom Removal

Your teacher may require that you be removed from class if it has been documented that your behavior has seriously disrupted the teaching or learning in the classroom. If you are removed from a class, the principal may place you in another appropriate classroom, in-school suspension, an alternative education program, or the principal may recommend you for suspension or expulsion. You cannot be returned to that teacher's classroom unless the teacher consents or a school-based placement review committee has determined that doing so is the best or only available alternative. A decision on whether to return you to the classroom must be made by the teacher or the committee within five days of the removal.

MAJOR DISCIPLINARY ACTIONS

In order to protect the rights of all students and staff, certain procedures are followed with regard to major disciplinary actions. These procedures are developed as suggested or required by law or regulation. School/classroom procedures for administering discipline in areas not covered by these specific procedures are encouraged.

School Bus Suspension

You can be denied the privilege of riding a school bus by the principal or designee for up to 10 school days. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school.

Out-of-School Suspension

You have the right to attend school and have an opportunity to learn. You may lose that right if you violate the District Code of Student Conduct or a school rule. You lose the right to attend school by being suspended or expelled. You can be suspended from school for up to ten (10) days at a time. If you are suspended you cannot be on school grounds or on any Manatee School District property, nor can you attend any school activities. You cannot be suspended for skipping class or school or for excessive tardiness. However, you may be suspended for failure to serve consequences assigned for skipping or tardiness.

OUT-OF-SCHOOL SUSPENSION Q & A

Q. Who can suspend you?

A. The principal or someone designated by the principal can suspend you.

Q. How long can you be suspended?

A. You can be suspended from school for one school day or up to ten (10) school days. School principals or designees may not impose suspensions of undefined lengths, pending a parent conference or other stipulations.

Q. What happens before a suspension?

A. When the principal or designee becomes aware that a student may have broken a rule in the District Code of Student Conduct or a school rule, he or she will investigate by talking to students, teachers or others who may know something about what happened. Even if you are not one of the students who may have broken the rule, the principal or designee may talk to you as part of the investigation. After talking to people who were involved or witnesses, the principal or designee will determine who he or she thinks broke a rule.

Q. What if the principal or designee determines you broke a rule?

A. As soon as possible, the principal or designee will talk to you and tell you that you are accused of breaking a rule in the District Code of Student Conduct or a school rule. You also will be given written notification, such as a disciplinary referral, which tells you the same thing. You will be told why it is believed that you have broken the rule. After this happens, you should know what you are accused of doing and what evidence there is that supports the accusations.

Q. What happens next?

A. You will then have an opportunity to tell the principal or designee your side of the story. You can ask that he or she talk to someone you think may know something about what happened. You can give the principal or designee a written statement to read. After listening to you and reading anything you have provided, the principal or designee may talk to the people you named and anyone else who might have knowledge about the situation, as may be appropriate in the opinion of the principal or designee. After that, the principal or designee will decide if you have broken a rule in the District Code of Student Conduct or a school rule. If he or she decides you have broken a rule, the principal or designee will then determine whether you should be suspended from school, and if so, for how long. You will be told about this decision.

Q. Will my parents know?

A. Prior to the beginning of the suspension, the principal or designee will attempt to telephone your parents and let them know about the suspension. If your parents cannot be reached by telephone, then the principal or designee will record the dates and times contact was attempted. Also, within 24 hours of the decision, a letter will be mailed to your parents informing them of the suspension. If you or your parents claim you did not receive the letter, it will not change the suspension. You will be given another copy of the letter if you request one.

Q. Can you appeal a suspension?

A. You can request the principal reconsider the evidence and decision. However, the principal's decision to suspend a student is final.

Q. How do I make up my work while on suspension?

A. You are encouraged to remain current with all class assignments but are required to obtain your work. The following means are available: 1. Ask fellow students to obtain the class work for you. 2. Contact your teacher via email or phone. 3. Access teacher websites or weekly assignment sheets, if available.

All makeup work is due on the day of your return from suspension. In the case of in-class activities such as labs, tests, quizzes, class projects, etc., the teacher will determine a reasonable amount of time for assignments to be completed.

Disciplinary Reassignment

The School District of Manatee County offers an alternative program for students who struggle with behavioral issues in their current setting or create a concern for the safety of others. Pursuant to School Board policy, the Superintendent of Schools or designee may decide to reassign you, if it is determined to be in your best interest, or the best interest of the school. If your actions

create a concern for the safety and welfare of any student or staff member or substantially interferes with the safe and orderly operation of a school, you are eligible for reassignment to an alternative program under the School Safety reassignment process, regardless of any current or past patterns of behavior. These acts would normally involve

infractions such as battery on a school board employee, causing substantial injury or mental distress to others, threats to commit acts of violence, sexual misconduct, weapon or drug-related behaviors, or any variety of criminal acts committed on a school campus. Likewise, being charged with an off-campus criminal act by law enforcement, which creates a concern for the safety and welfare of students or staff, or which substantiates a pattern of unsafe behavior may result in a School Safety reassignment, per ss 1006.09, 1006.147, and 1006.13.

You may also be referred for a School Safety Reassignment to the alternative program for persistent behaviors which substantially disrupt the learning environment and are not mitigated through school-based interventions. Such behaviors may include interfering with instruction; the use of profane or offensive language or gestures; disrespect towards school staff; defiance of school staff; theft, destruction, or improper use of school equipment; possession of contraband or prohibited items; or continually being out of area. You may also be referred for reassignment for patterns of behavior which substantially interfere with the educational rights of other students. These behaviors may include acts such as bullying, harassment, extortion, threats, theft, fighting, or any conduct which is disruptive to the orderly educational process in the classroom.

If you are assigned to an alternative program for disciplinary reasons, you cannot be present on any other school grounds or on any Manatee School District property at any time. If you have been reassigned to an alternative program for disciplinary reasons, you may instead choose to attend another school outside the district. However, your academics, attendance, and behavior must be evaluated in a physical setting with peers in order to return to any Manatee County school. Virtual or purely online programs are not an acceptable alternative without specific review and authorization from the district office of Drop-Out Prevention and Alternative Programs.

Expulsion

You can be expelled (excluded) from school by the School Board for the remainder of a school term or school year and one additional year of attendance. During the time you are expelled, you may or may not receive educational services. Students who commit violent acts that involve the use of a firearm as defined in the Code of Student Conduct will be expelled, with or without educational services. All other students will be evaluated on a case-by-case basis and where possible, recommendations for diversionary or intervention programs will be made in lieu of arrest or expulsion.

EXPULSION AND DISCIPLINARY REASSIGNMENT Q & A

If you are found to be guilty of a severe breach of conduct or are guilty of continuing misconduct, the principal or designee may suspend you for up to 10 days after following the suspension procedures and recommend to the Superintendent or designee that you should be expelled or reassigned to another school or program. All alternative placements and expulsion recommendations for students with disabilities are made by the appropriate IEP or 504 team.

Q. What happens if the principal recommends reassignment to another school or program?

A. The principal will refer the case to the Office of Drop-Out Prevention and Alternative Programs to determine whether it should move forward or be declined. If approved, you will either be directly assigned to another school or program or have your case go before the School Safety Reassignment Committee for deliberation. Any vote by the committee will be the recommendation made to the Superintendent or designee. Should you be reassigned, you will be provided information concerning the school or program and instructions on how to enroll.

Q. What is the School Safety Committee?

A. A group of district and school administrators which evaluate the facts of each case and the student's history to make recommendations for reassignment to an alternative program. The Committee is additionally charged with evaluating the interventions attempted by the school, prior to the reassignment referral being submitted.

Q. Can the recommendation of the committee be appealed?

A. You may appeal the decision to the Office of Alternative programs and Drop-out Prevention. Facts of the case must be appealed to the principal if the reassignment referral is being forwarded by the school for on-campus behavior.

Q. What happens if my principal recommends expulsion?

A. Your principal may recommend an expulsion to the Director of Student Services. The Director will in turn listen to the facts of the case and make a recommendation to the Superintendent. However, only the School Board can expel a student. If the Superintendent agrees with the recommendation, the District General Counsel or designee will inform your parents in writing about the recommendation and why expulsion is being recommended. The notice will additionally inform your parents they can request a hearing.

Q. What happens if my parents do not request a hearing?

A. The School Board will take final action on the recommendation for expulsion without a hearing. By not requesting a hearing, you are admitting that you did what you were accused of doing.

Q. What happens if I request an expulsion hearing?

A. The School District General Counsel will notify you when and where the hearing will be conducted. The Office of Dropout Prevention and Alternative Programs will inform your parents of the procedures involved and your procedural rights. At the hearing, the General Counsel, on behalf of the Superintendent, presents the evidence in support of the recommendation for expulsion. You, your parents, your attorney or other qualified representative will be permitted to cross examine witnesses and offer evidence on your behalf, including your testimony. The cost of your attorney will be your parent's responsibility. Your parents may elect to have the hearing open or closed to the public.

Q. What procedures govern the expulsion hearing?

A. The expulsion hearing is governed by sections 120.569 and 120.57(2), Florida Statutes. A copy of those sections will be provided to you upon request.

Q. What happens after the expulsion hearing?

A. The School District General Counsel will submit to the School Board a recommended order consisting of findings of fact, conclusions of law, and a recommendation on the expulsion. You, your parents, or your attorney will have an opportunity to submit written objections to the

recommended order. The School Board is limited on what it can do with respect to the recommended order by section 120.57 (1), Florida Statutes.

Q. Who makes the final decision to expel me?

A. The School Board will make the final decision on whether you should be expelled and if so, for how long. The School Board will also decide if you will receive educational services during your expulsion. Your parents may elect to have the School Board meeting open or closed to the public.

Q. How long can the School Board expel me?

A. You can be expelled for the remainder of the current school year and one additional school year. A student who is serving an expulsion during the last semester of his or her senior year may not participate in the graduation ceremony.

Q. Can I appeal the School Board's decision to expel?

A. You can appeal the School Board's decision to the Second District Court of Appeal in Tampa. You must do so within 30 days of the time you are expelled; you may or may not receive educational services.

Felony Arrests

Students are required to self-report any felony arrest to their principal within 48 hours of the arrest. An arrest that would be a felony if the student were an adult must also be self-reported. The principal will review information about the arrest to determine, after conferring with the Executive Director of School Management, whether the student should be suspended from all extracurricular activities and possibly suspended from school, or reassigned to an alternative placement. Failure to self-report such an arrest may result in suspension from all extracurricular activities for a minimum of one calendar year and suspension from school or reassignment to an alternative placement.

Extension of Ten-Day Suspension

If the principal suspends you for 10 days, the Superintendent may extend your suspension until the outcome of the criminal charges that have been filed against you. During your suspension, pending the outcome of the criminal charges, you will be assigned to an alternative educational program.

Criminal Victimization

In accordance with F.S. 1006.13, students who are found to have committed certain felony offenses against another student are prohibited from attending the same school or riding on the same school bus with the victim or the victim's siblings. According to F.S. 1006.13(5)(d), "The offender, or the parents of the offender if the offender is a juvenile, shall arrange and pay for transportation associated with or required by the offender's attending another school or that would be required as a consequence of the prohibition against riding on a school bus on which the victim or a sibling of the victim is riding. However, the offender or the parents of the offender may not be charged for existing modes of transportation that can be used by the offender at no additional cost to the District School Board."

Corporal Punishment

The use of corporal punishment is prohibited. This prohibition extends to parents or guardians on school grounds.

REPORTS TO LAW ENFORCEMENT AGENCIES

The School Board views disruptive and criminal acts, and those which may affect the health, safety and welfare of, or pose a legitimate threat to those on a school campus, as extremely serious in nature. In addition to disciplinary action administered at the school level, certain acts are expected to be reported to law enforcement as required by the State Attorney Office. The actions of law enforcement do not dictate the corrective measure enforced by the school.

LIMITED ROLE OF LAW ENFORCEMENT

To help avoid the unnecessary criminalization of our students, law enforcement action should be limited to situations when it is necessary to protect the physical safety of students and staff or appropriate to address criminal activity. Law enforcement involvement should not be requested in a situation that can be safely and appropriately handled by a school's internal disciplinary procedures.

THE COACH AARON FEIS SCHOOL GUARDIAN PROGRAM

Like law enforcement, school guardians hired through the Coach Aaron Feis School Guardian program in Manatee County are in place to help ensure the physical safety of our students, staff, and school community. School guardians are not to be involved in student discipline matters unless it is a matter of safety. School guardians additionally have no authority to act in any law enforcement capacity, except to the extent necessary to prevent or abate an active assailant incident.

REPORTS TO DEPARTMENT OF CHILDREN AND FAMILIES (DCF)

All employees of the District have the responsibility to report all actual and suspected cases of child abuse, abandonment or neglect. They also have the responsibility to comply with child protective investigations and all other provisions of law related to child abuse, abandonment or neglect. All employees of the District shall have immunity from liability if they report such cases in good faith. Abuse is defined as "any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired."

REFERRALS TO MENTAL HEALTH AGENCIES

If you present a concern for the safety of others, due to your actions or words, as determined by your school or district administration, law enforcement, or a threat management team, you will be referred for mental health services, per F.S. 1012.584. These services may be provided on campus or through off-campus mental health providers that partner with our district. In the event you present an immediate concern for the safety of yourself or others, the Marchman or Baker Acts may be enacted (see Page 4) to ensure an appropriate mental health examination and intervention(s) occur. This may result in an involuntary examination and removal from campus, pursuant to F.S. 394.463. Such contact may be in person by a mental health professional or using telehealth as defined in F.S.456.47.

SELF-REPORTING UPON INITIAL REGISTRATION

Upon initial registration in any district school from another district, state, charter, home or private school, you are required per F.S. 1006.07 to self-report any previous school expulsions, prior arrests resulting in charges, Juvenile Justice actions, and referrals to mental health services. You are also required to report any placements in an alternative setting for disciplinary or safety reasons. Students found to have been expelled or placed in an alternative program in lieu of expulsion from another school or district may serve any remaining duration of the original expulsion as outlined in F.S. 1006.07.

SECTION VII IMPORTANT POLICIES AND PROCEDURES

MEDICATION POLICY

Taking legal medications (prescription drugs prescribed for you or over-the-counter drugs) at school, on a school bus, at any school activity, or on any field trip must strictly comply with this Medication Policy. This policy requires the following:

a. You should make every effort to administer medications at home during non-school hours.

b. All medications (including over-the-counter medications, vitamins and supplements) must be prescribed by a licensed physician and must be retained in the school clinic.

c. For each medication to be administered, your parent must provide the principal or clinic staff with a written statement giving the principal or the principal's designee permission to assist in the administration of the medication. The written statement must explain the reason it is necessary for the medication to be provided during the school day.

d. The written statement shall be on a Medication Authorization Form which can be obtained from the school's office and must be signed by both a physician and a parent or guardian before medications can be administered at school.

e. You may not transport medications to school or be in possession of any medications while on school property.

f. An authorized adult must bring the medication to be administered to the school's office and deliver it along with a completed Medical Authorization Form.

g. Possessing medications prescribed to others is illegal and considered a Level 3 offense.

h. Students with any of the following medical conditions may carry and self-administer the medications or supplies listed below to attend to their conditions while at, or in transit to or from, school or school-sponsored activities, if the school has been provided written parental and physician authorization in advance:

Student's Medical Condition:	Student May Carry and Self-Administer:
Life-threatening Allergies or Asthma	An epinephrine auto-injector
Asthma	A metered dose inhaler
Pancreatic Insufficiency	A prescribed pancreatic enzyme supplement
Diabetes	Diabetic supplies, equipment, and specific food items identified in the written authorization along with a description of the activities the student is capable of performing without assistance, such as blood-glucose level checks, urine ketone testing, administering insulin, and treating hypo-or hyperglycemia.

Suspected Overdose

District schools may maintain an on-site supply of the opioid antagonist Naloxone, following guidelines established in Board Policy 5780 and F.S. 499.003. Naloxone is a medication that is used to reverse an opioid overdose. If any student or staff are suspected of having an opioid-related overdose, Naloxone will be administered by a trained nurse as a life-saving measure.

CONTROLLING THE SPREAD OF COMMUNICABLE DISEASES

The School Board recognizes its responsibility relative to student, employee, and visitor health and safety. In order to protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations which pertain to immunization under Policy 5320, and other means for controlling communicable disease spread through normal interaction in the school setting as set forth in Policy 8450.

CRISIS PROTOCOL

Providing a safe and secure environment for our students to learn is the top priority of the School District of Manatee County. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, lock-down drills, and shelter-in-place drills are practiced at each site to ensure routines and safety procedures are well established and familiar to all.

In a shelter-in-place, all school doors will be locked and regular classroom instruction continues behind the locked doors. In a lock-down, all school doors are locked and all students and staff are out of view. Classroom instruction is discontinued.

What parents need to know during either crisis:

a. Please DO expect to be notified with a special parent advisory sent home from the school and/or with a telephone message from our telephone notification service when the school is able to provide accurate information and/or the incident is resolved.
b. Please DO cooperate with school and/or district directives.
c. Please DO consult local media for regular updates about the incident. Listen for information updates on local radio and television stations. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.
d. Please DO NOT call the school because phone lines will be needed for emergency communication.
e. Please DO NOT call your child's cell phone because cell phones are not to be used during a crisis.
f. Please DO NOT go to the school if a crisis situation should occur. Roads are closed, doors are locked and campuses are off-limits to anyone other than authorized personnel.

Pursuant to F.S. 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Code of Student Conduct.

Unannounced Lock-down Drills

The principal may conduct unannounced lockdown drills from time to time and will inform parents after the fact about the drill by way of automated telephone calls.

STUDENT AND FAMILY REUNIFICATION PLAN

In case of a school emergency or a natural disaster, you need to be aware of our school's plan

for releasing your child. First and foremost, remain calm. Remember, it is our primary concern that students remain safe at all times, and there is a plan for an orderly dismissal and release of our students. When you learn your child's school is in a lockdown situation or any other emergency situation, do not call the school and do not come to the school. Staff will be very busy during an emergency and will not be able to attend to the safety of your children if they have to answer your phone calls. If you come to the school during an emergency, in all likelihood you will not be allowed into the school or even into the inner perimeter set up by emergency responders. The presence of hundreds of parents showing up on the scene will hinder the efforts of emergency responders, which in turn may jeopardize the safety of your child. Instead, if the situation warrants the release of students, direct notification to your listed emergency contact numbers as well as the use of local news media will provide instructions on when and where the release will take place. Students may be bused to an off-site location for their release to parents.

Once an "all clear" is given at the school, and if there is a need to release students for the day, the Student and Family Reunification Plan will be put into place. For the safety of every child, we must document to whom each child is released. Students will only be released to a parent, guardian, or childcare personnel as designated on your child's school *Contact, Medical, and Emergency Form*. When you arrive at the facility where students will be released, proceed to the designated area and plan to do the following:

- Fill out a Student Release Form.
- Present photo identification.
- Move to the Student release area and wait for your child.
- A runner will go to the assembly area, get your child, and bring him or her to the release area. Be prepared to show your ID again.
- Sign for the student and depart. **REMINDER: Your child will be released only to those listed on the *Contact, Medical, and Emergency Form*. It is therefore imperative you keep information on your child's *Contact, Medical, and Emergency Form* up to date, including your cell phone number or other emergency contact information. Please note that if for any reason your child is not picked up, he or she will be placed in an alternate place of safety.** These procedures should be shared with everyone you list on the *Contact, Medical, and Emergency Form* so they are familiar with our plan and these concerns. If you have any questions about the Student and Family Reunification Plan, contact your child's school principal.

REGISTER YOUR EMERGENCY CONTACT INFORMATION TODAY!

The school district, in cooperation with TIFF (To Inform Families First) urges you and your family to register your emergency contact phone numbers TODAY. In the event of an emergency, families can be notified more quickly through this service. On the Internet, simply log onto the following website as follows:

www.hsmv.state.fl.us

Click ONLINE SERVICES - EMERGENCY CONTACT INFORMATION

For more information on this important initiative click on:

www.toinformfamiliesfirst.org

ELECTRONIC EQUIPMENT

If you are in possession of non-district issued electronic items at school, they may only be used before the morning bell rings and after school, unless your school has adopted a policy further allowing or restricting the use of personally owned electronic devices. In all other instances, **they are to be kept turned off and out of sight on school grounds** unless an administrator or designee gives permission to use the device. Teachers may also allow you to utilize personal electronic devices for the completion of specific assignments, as a component of your coursework. Absent such permission, teachers or other school staff may confiscate your electronic device, per F.S. 1006.07. These electronic devices include, but are not limited to, the following:

- music playback or streaming devices
- camera
- cellular phone (including the camera that may be part of the phone)
- video or digital recorder
- video gaming devices
- computer or tablet (unless specifically authorized for academic purposes)
- Smartwatches or other smart devices that may or may not connect to the Internet
- Earbuds or headphones

If this rule is violated, an administrator may ask you to surrender the device and will hold it until you or your parent comes to retrieve it. Refusal to surrender the device will be considered defiance and will result in appropriate administrative action. If the item is not picked up by July 1st following the end of the school year, the item will be deemed abandoned. Each school will determine what to do with abandoned items. Neither the school nor school staff members are responsible for any such items if they are lost, stolen, broken or damaged.

A student may not electronically record any SDMC employee or facility without written or explicit permission. This does not apply to school-sanctioned events or activities that may warrant such recording. Additionally, students may not post to the Internet recordings of fighting, acts of bullying, assault, or battery, whether staged or real – regardless of time or location.

During any district, state, or federally required assessment administration, if you are found with an electronic device that reproduces, transmits, calculates, or records (e.g., a cell phone, camera, or calculator) in your pocket, at your desk, or within your reach during testing, your test will be invalidated. Additionally, the device will be confiscated and you will be disciplined.

If school officials have reasonable suspicion that electronic items contain evidence of a violation of the Code of Student Conduct, or criminal activity, they may conduct a search of the contents of the electronic item.

TECHNOLOGY AND INTERNET SAFETY POLICY

Technology is an integral part of your educational experience and must be used in a way that is consistent with the goals of the School District of Manatee County (SDMC). Technology includes, but is not limited to, computers, tablets, other electronic devices, software, email, the Internet, and other network resources. Your use of technology is a privilege and you are responsible for using it appropriately. This includes use of district technology while off school property. The following are improper uses of technology:

a. Photographing, recording, or using images of any person without their knowledge or consent.
b. Accessing pornographic or obscene images, language or materials, including screen savers.
c. Transmitting any material in violation of federal, state, local law, School Board policy, regulation, or the District Code of Student Conduct. This includes, but is not limited to: copyrighted material; threatening, obscene or pornographic material; test questions or answers; student work products; trade secrets; and computer viruses or malware.
d. Using technology for commercial activities unless explicitly permitted by the School Board.
e. Modifying the original SDMC pre-set software image including, but not limited to: loading software applications not authorized by SDMC; changing the computer name; changing or removing operating system extensions; altering security/filtering software; altering the pre-loaded operating system or application; or taking apart the computer for access to internal parts.
f. Downloading music, games, or videos at any time on a district computer.
g. Using cellular phones or other wireless communication devices during unauthorized times of the school day. Cellular phones, tablets, and other electronic devices may only be used on campus before or after school, unless your school has different policy restrictions, or you have permission from an administrator or designee.
h. Using email, instant messaging, texting, web pages or other technology operations to threaten, disrupt, or interfere with the safety and welfare of the school community, including engaging in cyber-bullying, harassment, or “sexting.”
i. Gaining or attempting to gain unauthorized access to SDMC networks, computer servers, or data files.
j. Gaining or attempting to gain unauthorized access to non-SDMC networks, computer servers, or data files utilizing SDMC equipment.
k. Using profanity, obscenity, or other language which may be offensive to another person, or reposting personal communications without the author’s prior consent, when using computer network access.
l. Downloading or printing any material that deemed inappropriate by the School District.
m. Attempting to log on to the SDMC network or other district-affiliated systems using another’s identity or password.
n. Sharing of logins and passwords to the SDMC network.
o. Bypassing or attempting to bypass SDMC filtering software.
p. Unauthorized disclosure, use and dissemination of personal information regarding students, unauthorized online access by students, including hacking and other unlawful activities and access by students to inappropriate matter on the Internet is prohibited.

NOTE: There is no right or expectancy of privacy on District provided or owned technology. School officials may review any information or files on such technology at any time.

Use of Social Media

The School District of Manatee County allows schools, students, teachers and staff to use social media for enhancing classroom learning and communication among members of the SDMC community. Your use of District-approved social media platforms must be consistent with all aspects of this Code of Student Conduct.

For School Board Policies regarding student use of social media, please see Policy 7544 "Use of Social Media," as well as Policy 7540.03 "Student Technology Acceptable Use and Safety." Those policies can be found in the School Board Policy Manual on the School District website at https://www.manateeschools.net/Page/2186. For Student Social Media Guidelines, please visit the "Parents and Students" page of the School District website at www.manateeschools.net.

DISCLAIMER OF RESPONSIBILITY FOR PERSONAL PROPERTY

Although the school attempts to maintain a safe and secure environment, theft and loss do sometimes occur. All personal property in possession of the student should be identified with the student's name. The school disclaims responsibility for any lost, stolen, broken or confiscated property. Parents send and students bring such items to school at their own risk. Students are expected to turn in to the office any found items.

ATHLETIC ELIGIBILITY

If you are in grades 6-12, you may be eligible to participate on athletic teams in interscholastic athletic contests as a representative of a school, provided you are a bona fide student of that school and meet the following requirements:

High School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. A student not currently suspended from interscholastic or intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including Florida Statute Sections 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
3. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in F.S. 1006.15(3)(h).
4. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation, pursuant to F.S. 1006.20 (2)(b).
5. Any violation of school discipline policies or the District Code of Student Conduct may be considered for exclusion as eligibility standards to participate in extracurricular interscholastic or intrascholastic activities.
6. A student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or its equivalent, at the conclusion of each semester to be academically eligible during the next

semester (F.S. 1006.15(3)(a)1). Academic eligibility or ineligibility is determined on a semester basis. A student who is academically eligible at the beginning of a semester will continue to be academically eligible for that entire semester. Likewise, a student who is academically ineligible at the beginning of a semester will continue to be academically ineligible for that entire semester, except as provided in Bylaw 9.4.5.1.2.

Middle School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. Must carry a normal class load, maintain satisfactory classroom work (minimum 2.0 grade point average on previous quarter's report card) and maintain a satisfactory conduct record (no 4's in Citizenship on the previous quarter's report card). Sixth grade students are exempt for soccer only.
3. Must be less than 15 years 9 months of age. On the day a student reaches this age, regardless of when that day is, the student becomes ineligible to participate on the middle school level.
4. Must obtain signed permission from his/her parents or guardian on a form provided by the school.
5. Must have a school physical on file with the school.
6. Must be an amateur. This means that the student must not accept money, gift or donation for participating in a sport, or use a name other than his/her own when participating.
7. Must display good sportsmanship and follow the rules of competition before, during, and after every contest in which the student participates. If not, the student may be barred from participation for a period of time.
8. Must not provide false information to gain eligibility.
9. All non-traditional student eligibility will be determined on a semester-by-semester basis.
10. A student may not participate if serving an out of school suspension the day of competition.
11. A student must attend a minimum of one-half of a day of school to practice or participate in an athletic contest.
12. All participants must have appropriate paperwork (physical form and parent consent form) on file in the athletic director's office before the beginning of the All-Star Tournament.
13. A student transferring into a school must meet eligibility requirements. The student cannot take the spot of an existing team player on the roster.

Athletic Student Transfer Eligibility

A student who transfers is immediately eligible, as long as all other eligibility requirements are met. Students may not participate in the same sport in the same year at more than one school, unless one of the following exceptions are met:

1. Children of active-duty military whose move resulted from military orders.
2. Children relocated due to foster care placement or McKinney —Vento Act.
3. Children who move due to a court-ordered change in custody due to separation, or serious

illness or death of custodial parent.
4. Good cause policy in district or charter (district placement).

Per F.S. 1006.15, the School District of Manatee County has defined just cause for immediate eligibility as:

a) Special Assignment by Superintendent, or Office of Student Assignment.
b) Move to a new residence following the marriage of the student. The student immediately establishes a new residence that makes it necessary to attend a different school.
c) Reassignment by District School Board or Charter School Board.
d) Transfer of school within the first twenty days of a semester in acceptance of a seat (first opportunity to enroll) into a previously applied for magnet program.
e) Any other athletic eligibility appeal ruled upon by the Athletics Review Committee to intervene and make a decision on a case brought before the board by the Supervisor of Athletics. All decisions will be given within 10 school days from the date of the appeal.

Attendance

A student must be in attendance a minimum of one-half day on the day of competition or the day prior if the contest falls on a non-school day, unless documented (doctor's note, field trip, subpoena, etc.), to practice or participate in a contest on that day unless approved by the Principal or designee.

Dismissal / Quitting a Team

Any athlete or manager who is suspended from a team, voluntarily quits a team or is dismissed from a team for disciplinary reasons is not permitted to go out for another sport while the original sport is still in season. The season is officially over when the team plays the last game of the season. A season is defined as the first day of practice through the last play-off game.

Out of School Suspension

Students who are serving out of school suspension are not allowed to participate in any athletic activities until they have returned to regular class attendance for one full school day. Students who are suspended for a total of 10 or more days (cumulative or single incident) in a school year will be subject to an administrative review to determine eligibility to participate in any extracurricular activities. The administrative review will encompass the incident or infraction, discipline, academic, and attendance history, and conference with the student and others involved. Based on the results of the review, the student may be ineligible to participate in any extracurricular activities for a period not to exceed 180 school days from the incident. If after the review process, the student is determined to be ineligible he or she may not participate in any event or activity as a representative of the school. These events or activities include but are not limited to: athletics, marching band, concert band, orchestra, choir, drama, JROTC competition teams, and or clubs or organizations sponsored by the school's faculty or staff. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180-school day period.

Criminal Offenses

1. Criminal Charges: After a hearing with the principal, a student charged with a criminal offense will be suspended from extracurricular or co-curricular activities by the school principal until the charge is adjudicated.
2. Adjudication Withheld: A student who has been suspended from extracurricular activities because of a criminal charge may be reinstated at the principal's discretion if adjudication is withheld.
3. Felony: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for any act that would have been felonious in "adult" court will mandate loss of eligibility to participate in any student activity for the duration of the years enrolled in a Manatee County public high school from the time of conviction. After one calendar year following conviction, the student may request a review of his/her eligibility by the principal.
4. Misdemeanors: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for the following misdemeanors (assault or battery, possession of concealed weapons, lewdness or indecent exposure, theft, drug possession/sale) will mandate loss of eligibility to participate in any student activity for six months from the time of conviction. After three calendar months following conviction, the student may request a review of his/her eligibility by the principal.

Drug and Tobacco Use

1. No use of tobacco products. For the first offense a one game suspension will occur. The second offense will result in dismissal from the team.
2. An athlete knowingly possessing, using, transferring, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind, or any facsimile regardless of content, on or off campus, may be suspended from athletic participation for 180 days. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180-school day period.

Homeless Student Rights under the McKinney-Vento Act

Under the McKinney-Vento Act, homeless students have the right to attend school, regardless of the location where they live or the length of time at that location. The student is to be enrolled immediately, regardless of whether the appropriate records required for enrollment are presented. The school will refer the parent/guardian to Project Heart, which will help in obtaining the required records. Students eligible under the McKinney-Vento Act have the right to continue in the same school they attended before their housing situation changed, or the school last attended, as well as receive assistance with transportation to that school of origin. Furthermore, the students are allowed to attend the school of origin for the rest of the school year, even if they obtain permanent housing during the school year.

If a student who is eligible under the McKinney-Vento Act is sent to a school other than the school of origin, a reason must be provided in writing, along with the process for appealing such a decision. The student may remain in the school of origin during the appeal. If it is proven the student was not eligible for McKinney-Vento Act rights and services, but the parent/guardian accepted goods, services or special rights, including free school lunches, school fraud rules will apply. The parent will be notified in writing and provided the process for disputing the charges of fraud.

SECTION VIII **PUBLIC NOTICES**

PUBLIC NOTICES

The Family Educational Rights and Privacy Act (FERPA), affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

The right to inspect and review the student's education records within 30 days of the day the School receives a request for access. Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

The right to request amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff); a person serving on the School Board; a person or company with whom the school has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional responsibility. Upon request, the school discloses education records without consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with requirements of FERPA. The name and address of the Office that administers FERPA are:

FAMILY POLICY COMPLIANCE OFFICE
U.S. DEPARTMENT OF EDUCATION
400 Maryland Avenue,
SW Washington, DC 20202-8520

Annual Notice: Students with Disabilities

Parents have the right to:

a. Have your child take part in, and receive benefits from, public education programs without discrimination due to his/her disabling condition(s).
b. Receive prior notice with respect to identification, evaluation, or educational programming for your child.
c. Have your child receive a free appropriate education.
d. Have your child receive educational services in facilities which are comparable to those provided to non-handicapped students.
e. Examine your child's educational programming decisions made, based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
f. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
g. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by the district.
h. File a local grievance with the local school district's grievance officer.
i. File a complaint with the Office for Civil Rights (OCR).
j. Take action through Civil Court.
k. Be represented by an attorney or legal counsel.
l. Request an impartial hearing regarding district decisions concerning the identification, evaluation, or educational programming for the students. The parent/guardian and their legal representative will have full opportunity for participation.
    - The hearing request must be made to the Superintendent of the District.
    - The hearing will be held by an impartial hearing officer qualified to hear 504 proceedings.

Notification of Student Social Security Number Collection and Usage

In compliance with Florida Statute 119.071(5), this statement provides notification of the purpose for the collection and usage of student social security numbers by the School District of Manatee County. According to F.S.1008.386, When a student enrolls in a public school in this state, the district school board shall request that the student provide his or her social security number and shall indicate whether the student identification number assigned to the student is a social security number. However, a student is not required to provide his or her social security number as a condition for enrollment or graduation. A student satisfies this requirement by presenting to school enrollment officials his or her social security card or a copy of the card. The Department of

Education shall establish a process for assigning a Florida student identification number to each student in the state, at which time a school district may not use social security numbers as student identification numbers in its management information systems. The Commissioner of Education shall assist school districts with the assignment of student identification numbers to avoid duplication of any student identification number.

Service Animals

Subject to specific guidelines, certification, and authorization by the School District of Manatee County, students with disabilities or other medical issues are permitted to have service animals accompany them during the school day. Service animals are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, alerting people to the presence of potentially deadly food allergens, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Please contact your school administration for initiating the process of using a service animal in any Manatee County school.

Military Transfers

Priority is given to the dependent children of active duty military personnel transferring to the School District of Manatee County. Military transfer priority is granted only at the time of the initial military transfer to the district and does not apply to future county-wide program application periods. By state law, dependent children of active duty military personnel transferring into the district are given first priority for placement at the time of their initial transfer. Students who participated in special programs and extracurricular activities at their transferring schools will be given priority access to the same programs and extracurricular activities when available (Florida Statute 1003.05).

Notification of Availability of School Public Accountability Report

The annual school public accountability report is available online through the Florida Department of Education. Please visit the site and select Manatee County, then the appropriate school.

Video Surveillance on School District Property

In order to maintain a safe environment for students, staff and the public, and to control vandalism and criminal activity on School District property, the District has installed and will utilize video surveillance systems on School District property, including school buses. Any activities recorded on the video cameras may be used for school discipline or for law enforcement purposes. Federal and state law governs disclosure and use of video material, and such material could become part of a student's record. Requests for school videos are exempt under Florida Statute as well as FERPA -34 CFR s. 99.12, unless under a subpoena.

Student Identification

You must have your student ID on you at all times when you are on a school campus or on any district bus. If your school requires you to wear or otherwise display your student ID, then you must follow all procedures pursuant to that rule. You must also display your student ID and have it scanned, each time you board a district bus.

Pledge of Allegiance

F.S. 1003.44 requires the Pledge of Allegiance be recited at the beginning of each school day. When the national anthem is played or the pledge is recited, students and all civilians shall stand at attention, men removing the headdress, except when such headdress is worn for religious reasons. When the pledge is recited, students shall stand with the right hand over the heart. With a written request by a student's parent or guardian, a student will be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention. When the Junior Reserve Officer Training Corps (JROTC) Color Guard presents the colors for the national anthem or Pledge of Allegiance at a school or district function, the audience is asked to rise before the procession begins from the back of the room. The audience remains standing after the pledge or anthem and during the entire time the Color Guard walks to the back of the room. The audience remains standing until the Color Guard is dismissed.

Moment of Silence

Per FS 1003.45, the principal of each public school shall require teachers in first-period classrooms in all grades to set aside at least 1 minute, but not more than 2 minutes, daily for a moment of silence, during which students may not interfere with other students' participation. A teacher may not make suggestions as to the nature of any reflection that a student may engage in during the moment of silence. Each first-period classroom teacher shall encourage parents or guardians to discuss the moment of silence with their children and to make suggestions as to the best use of this time.

The Hope Scholarship Program

If you have been subjected to a range of violent incidents on campus, to include battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, assault, threat, intimidation, or fighting, your parents may choose to withdraw you from your zoned school and enroll you in another public school that has capacity, or to request a scholarship to attend an eligible private school. Requests for scholarships to participating private schools is on a first-come, first-serve basis and is subject to available funding and other restrictions, per F.S. 1002.40.

Entering Areas Intended for the Opposite Sex

Based upon legislative changes in the law, if you enter an area on campus designated for the opposite biological sex and refuse to immediately leave when asked, there may be a criminal penalty for students age 18 and above under F.S. 553.865. In addition, school discipline can be imposed for all students as outlined in the appropriate grade-level matrix for entering areas on campus designated for the opposite biological sex that will also include defiance. Schools will work with students who have privacy concerns for reasonable accommodations for an undesignated bathroom.

PUBLIC NOTICES WITH PARENTAL OPT-OUT PROVISIONS

Directory Information/Photographs/Publications

FERPA also requires that the School District, with certain exceptions, obtain written parental consent prior to the disclosure of personally identifiable information from a child's education records. However, the School District may disclose appropriately designated "directory information" without written consent, unless the parent has advised the District to the contrary in

accordance with District procedures. The primary purpose of directory information is to allow the School District to include this type of information from a child's education records in certain school publications. Examples include:

- A playbill, showing a student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and law enforcement agencies. If parents do not want the School District to disclose directory information from their child's education records without prior written consent, they must notify the District in writing by September 15 of each year or within 30 days of receiving this annual notice. The School District has designated the following information as directory information:

- Student's name
- Electronic mail address
- Photograph or other likeness (with parental consent)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of athletic team members
- Degrees, honors, and awards received
- The most recent school attended

NOTE: Objecting to the release of directory information may result in your name, photograph and other directory information being excluded from yearbooks, sports programs, and other school publications. Both parents have a right to see the school records of their child unless there is a certified copy of a court order on file at the school that specifically denies the right to access school records. Copies of school records are available for minimal copying charge. If you have any questions about these rights, please contact your school office.

Military Opt-Out Procedures

Under federal law, military recruiters are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students unless you object to such release. **You or your parents must notify your principal in writing if you do not want your name, address and telephone number released to military recruiters without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal.** A military opt out form is available on the District web site: www.manateeschools.net. You may also request a copy of the form at your school's main office.

Higher Education Opt-Out Procedures

Under federal law, institutions of higher learning are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students, unless you object to such release. You or your parents must notify your principal in writing if you do not want your name, address, and telephone number released to institutions of higher learning without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal.

Notification of Rights under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the District's conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

1. Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education: a. Political affiliations or beliefs of the student or student's parent; b. Mental or psychological problems of the student or student's family; c. Sexual behavior or attitudes; d. Illegal, anti-social, self-incriminating, or demeaning behavior; e. Critical appraisals of others with whom respondents have close family relationships;

f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers; g. Religious practices, affiliations, or beliefs of the student or parents; or h. Income, other than as required by law to determine program eligibility. 2. Receive notice and an opportunity to opt a student out of: a. Any other protected information survey, regardless of funding; b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; c. Activities involving collection, disclosure, or use of personal information that has been obtained to market or to sell or otherwise distribute the information to others; and d. In accordance with s. 1002.222(1)(a), the right to opt out of any district-level data collection not required by law. 3. Inspect, upon request and before administration or use, the following: a. Protected information surveys of students; b. Instruments used to collect personal information from students for any of the above for marketing, sales, or other distribution purposes; and c. Instructional material used as part of the educational curriculum. These rights transfer from the parents to the student who is 18 years old or an emancipated minor under State law. Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901

Code of Conduct Committee Members

We would like to recognize and thank the following members of the School District of Manatee County and our surrounding community for contributing to the development of the 2023-2024 Code of Student Conduct. A very special thank you to the students and parents of Manatee County Youth Commission and their advisor Ally Bergman.

Brad Baietto – Assistant Principal, Braden River Middle School

Patrick Bartholomew – Director of School Safety and Security

Larissa Bennett – School Climate Coordinator

Amy Bradl – Teacher, Willis Elementary School

Phil Burghardt – Parent Task Force

Kara Carney – Teacher – Rogers Gardens-Bullock Elementary

Paul Champagne – Assistant Principal, Parrish Community High School

Kevin Chapman – Director of Strategic Planning

Willie Clark – Executive Director of Secondary Education

Kimone Cooper – Assistant Principal, Buffalo Creek Middle School

Shelly Decesare – Principal, Electa Lee Middle School

Scott Flynn – Assistant Principal – Prine Elementary School

Dr. Jennifer Gilray – Assistant Director, Manatee Technical College – Main campus

Samara Hemingway Primous – Principal, Samoset Elementary School

Bill Kelley – Director of Risk Management

Mario Mendoza – Coordinator, Title One and Migrant Programs

Mike Mullen –Principal, Martha B. King Middle School

Joe Roberts – Exceptional Student Education Coordinator

Quantas Simmons – Assistant Principal, Palmetto High School

Latrina Singleton – Director, Federal Programs

Mitch Teitelbaum – General Counsel, School District of Manatee County

Samantha Webb – Principal, Abel Elementary School

Dr. Skip Wilhoit – Safe Schools, Drop-Out Prevention & Student Intervention Specialist

CPT Stanley Schaeffer - Selective Enforcement Division Commander – MCSO

LT Julio Jordan – SRO Unit Supervisor – Manatee County Sheriff's Office (MCSO)

LT Shannon Seymour – SRO Unit Supervisor – Bradenton Police Department

NOTICE REGARDING CODE OF STUDENT CONDUCT

In order to conserve resources, schools will not distribute paper copies of the Student Code of Conduct to students. You can locate an electronic copy of the Student Code of Conduct on the District website at www.manateeschools.net or on your school's website. If you require a paper copy of the Student Code of Conduct, please check the appropriate box below; sign and return this sheet, and one will be provided to your child. This page will also exist as a form, which is available at your school's front office, if you are unable to print a copy for yourself.

This Student Code of Conduct has been developed so our students and families have a clear understanding of behavioral expectations and to inform all parties of important procedures related to our educational mission. It is helpful if parents are aware of school rules so they can help support them from home. Parents and students are encouraged to review the Student Code of Conduct together to gain a better understanding of their rights and responsibilities. Training on the Student Code of Conduct will be provided to all students, teachers and administration during the first month of school. The rules and language contained within the Student Code of Conduct shall supersede any conflict that may arise with individual school handbooks.

FAILURE TO REVIEW THE STUDENT CODE OF CONDUCT WILL NOT RELIEVE A STUDENT OR THE PARENT/ GUARDIAN OF THE RESPONSIBILITY FOR COMPLIANCE WITH THE CODE OR ACCOUNTABILITY FOR LOSS OR DAMAGE TO SCHOOL DISTRICT OF MANATEE COUNTY PROPERTY.

Please check and submit, only if you require a printed copy of the 2022-2023 Code of Student Conduct. One (1) copy per household will be provided.

☐ I would like to have a printed copy of the Student Code of Conduct sent home with my child.

_____	_____	_____
Student Name	Student Signature	Date
_____	_____	_____
Parent Name	Parent Signature	Date

THE SCHOOL DISTRICT OF MANATEE COUNTY
CODE OF STUDENT CONDUCT
20223-20234

~~Dear Students and Parents,~~

~~One of our many important goals in this School District is to provide a safe, nurturing, and well-disciplined learning environment for all students. To achieve this goal, the School Board has authorized the development of a comprehensive District Code of Student Conduct. I strongly encourage you to read this Code of Student Conduct and share your thoughts and observations with your teens or children.~~

~~This District Code of Student Conduct was developed with input from school and district administrators, faculty and staff members, School Advisory Council members, community members, and students.~~

~~The District Code of Student Conduct will be reviewed annually for any additions or deletions that may be necessary for clarification or as required by new legislation. If you have any questions regarding the contents of the District Code of Student Conduct, please contact your school principal.~~

~~The information contained in this District Code of Student Conduct is being provided to all students and parents. Extra copies of this publication are available at school sites or on the District website at www.manateeschools.net. Thank you for taking the time to read and discuss this information. I appreciate your support of our schools and School District. Have a Great School Year!~~



Sincerely,

~~Cynthia Saunders~~,
Superintendent

THE SCHOOL BOARD OF MANATEE COUNTY

BRADENTON, FLORIDA

Members

Chad Choate – Chair (District 4)

Cindy Spray – Vice Chair ~~Charlie Kennedy~~ - (District 2)

Gina Messenger - ~~Vice Chair~~ (District 1)

Mary Foreman (District 3)

Richard Tatem ~~Rev. James Golden~~ – ~~Chairman~~ (District 5)

Superintendent of Schools

Cynthia Saunders

School Board of Manatee County policies may be viewed online at www.manateeschools.net

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SECTION I JURISDICTION OF THE SCHOOL BOARD

Introduction

The purpose of this document is to assist students, parents, and school personnel in establishing and maintaining a safe, nurturing and well-disciplined learning environment for all. To be fully effective, the Code of Student Conduct addresses not only the role of the parents, the students, and the school, but also specifies areas relative to the responsibilities and rights of students and parents; grounds for disciplinary action; and procedures to be followed for acts requiring disciplinary action.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students, as well as the safety and security of our school communities.

Students in the School District of Manatee County are subject to the Code of Student Conduct during the school day and regular school activities, while being transported on school buses or at public expense to and from school or other education facilities. Students are also subject at such time and places that include - but are not necessarily limited to - school sponsored events, field trips, athletic functions, and other activities where appropriate school personnel have jurisdiction over students. In addition, jurisdictional control over students may be extended as per Florida Statute Sections 1006.07, 1006.09, 1006.13, 1006.147, and 1003.31 whenever the conduct of a student is deemed to have a detrimental effect on the health, safety, and welfare of any member of the school community or the learning environment of the school.

IN LOCO PARENTIS

State and federal law recognizes that teachers and school administrators have a need to stand in the place of parents over children entrusted to them at school. This is a concept called *in loco parentis*. While this power is not equal to a parent's power over a child, it permits school personnel to exercise a degree of supervision and control over students that could not be exercised over free adults. This concept is responsible for the fact that school personnel can search without a warrant based on reasonable suspicion and are not held to the higher standard of "probable cause" by which law enforcement is bound. It is also responsible for the fact that school personnel can interrogate a student without providing him or her with Miranda warnings or allowing the student to call a parent or attorney.

Prohibition of Discrimination

No student shall, on the basis of race, color, national origin, sex, sexual orientation, gender identity, disability, marital status, age, religion, or any other basis prohibited by law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination or harassment under any educational programs, activities, services, or in any policies or practices by the School District of Manatee County. Any student who believes he or she has been discriminated against or has been harassed by an employee, student, or other third party, who is subject to control of the School Board, is encouraged to use the appropriate grievance procedures set forth in policy.

TITLE IX

Title IX of the Education Amendments Act of 1972 is a federal law, enacted in 1972, which states: “No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

The United States Department of Education requires school districts to follow a specific Title IX Grievance Process while investigating allegations of sexual misconduct. The Office of Civil Rights of the United States Department of Education considers sexual misconduct (including sexual harassment, sexual violence, sexual assault and intimate partner violence) to be a form of sexual discrimination and requires the school districts to take immediate and effective steps to respond to sexual misconduct.

For a Title IX investigation to apply, the incident must have occurred in an education program or activity in which the District has substantial control over both the respondent and the context in which the incident occurred.

"Sexual harassment" means conduct on the basis of sex that satisfies one or more of the following:

1. Any School District of Manatee County employee conditioning the provision of an aid, benefit, or service of the recipient on an individual’s participation in unwelcome sexual conduct;

2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the recipient’s education program or activity; or

3. “Sexual assault” as defined in 20 U.S.C. 1092(f)(6)(A)(v), “dating violence” as defined in 34

U.S.C. 12291(a)(10), “domestic violence” as defined in 34 U.S.C. 12291(a)(8), or “stalking” as defined in 34 U.S.C. 12291(a)(30).

Responsibilities and Obligations

The School District of Manatee County takes its obligation to comply with Title IX very seriously. Inquiries concerning the application of Title IX and the Grievance Procedures may be referred to the District’s Title IX Coordinators:

Schools & Educational Facilities
Dr. Pace Edwards 2501 63rd Avenue East Bradenton, FL 34203
(941) 751-6550 extension 43038

District & Employment
~~Sherman Stroman~~ Donna Peregoff
215 Manatee Avenue West Bradenton, Florida 34205
(941) 708-8770 extension 41052

SECTION II STUDENT & PARENT RIGHTS and RESPONSIBILITIES

STUDENT RIGHTS AND RESPONSIBILITIES

This section summarizes the basic principles of student rights and responsibilities. As a student, you have a right to an education, regardless of your race, color, creed, national origin, religion, gender, marital status, heritage, disability, or sexual orientation. Some of your basic rights include the right to:

- Learn
- Agree or Disagree
- Petition
- Freedom of expression
- Publish
- Assemble
- Privacy

Your exercise of these rights must conform to the District Code of Student Conduct. While you also have the right to a free and appropriate education, this right shall be applied at the school serving your residential attendance zone, except as authorized by the School Choice Program or otherwise provided by School Board Policy. **The Superintendent is authorized to assign or reassign a student to any program or school as deemed to be in the best interest of the student or School District, pursuant to** F.S. 1006.08**.**

If you are attending a charter school or a school out of your assigned area under the School Choice Program, you may be suspended, expelled or reassigned during the school year as provided in this Code. Your school choice may additionally be revoked for non-attendance, habitual tardiness, or disciplinary issues, upon the recommendation of the principal. The principal's recommendation is subject to review and approval by the District Administrative Appeals Committee.

First Amendment Freedom of Expression

In 1969, The United States Supreme Court ruled that public school students do not leave their constitutional right to freedom of expression at the schoolhouse gate. You have a right to freedom of expression; however, when you exercise that right, you must do so in a responsible manner that does not cause a disruption of the school or a school activity. A principal may impose reasonable time, place and manner restrictions on your exercise of First Amendment freedom of expression rights. If possible, before imposing reasonable time, place and manner restrictions, the principal will consult with the School District General Counsel and will notify the Superintendent (or designee) in such cases. If it is not possible to consult the School District General Counsel beforehand, the principal will do so as soon as possible.

Principal's Authority

The principal of each school is responsible for the administration of the school and the enforcement of the District Code of Student Conduct. The principal has the authority to direct students and staff and can impose any reasonable requirements that are not inconsistent with the District Code of Student Conduct or School Board Policy.

INVESTIGATIONS AT SCHOOL

Administrative

If you are suspected of violating the District Code of Student Conduct, school officials can question you without first contacting your parent. You do not have a right to have your parent present or a right to an attorney when you are questioned. If you refuse to answer questions asked by school officials, you may be disciplined.

Criminal

If you are a suspect in a criminal investigation that may result in your arrest or criminal charges, law enforcement will make a good faith effort to contact your parent before the law enforcement officers begin questioning you. If a parent cannot be located, law enforcement officers may proceed with questioning. If your parent is contacted, the law enforcement officers may allow your parent to be present during your questioning.

Victim or Witness

If you are a victim or a witness, law enforcement officers, Children and Family Services investigators, or administrative investigators are allowed to question you without first contacting your parent. If the investigation involves child abuse, the official conducting the investigation will decide who can be present during your interview. If you refuse to answer questions asked by school officials, you may be disciplined.

Removal of a Student Under Arrest

If you are subject to arrest, with or without a warrant, the officer can remove you without your parents' consent or the consent of school officials. The administrator will try to notify your parent before you are removed or as soon as possible after your removal.

Removal for Involuntary Examinations

The school principal or the principal's designee shall make a reasonable attempt to notify your parent or guardian, if you are removed from school, school transportation, or a school- sponsored activity and taken to a receiving facility for a Baker, Marchman, or other evaluation, pursuant to F.S. 394.463. The principal or the principal's designee may delay notification for no more than 24 hours after you are removed, if the principal or designee deems the delay to be in your best interest or if a report has been submitted to the central abuse hotline, pursuant to F.S. 39.201, based upon knowledge or suspicion of abuse, abandonment, or neglect.

Searches and Seizures

You, your locker, vehicle, purse, backpack and other personal possessions may be searched if there is a reasonable belief (suspicion) that any of them contain drugs, weapons, contraband or other items not permitted on campus. You are expected to cooperate fully with your school administration in all searches and investigations. The failure to fully cooperate may be grounds for your school administration to infer that you are in possession of contraband or illegal items and the matter will be referred to law enforcement as deemed necessary. Trained sniff-screening dogs are allowed in the schools to prevent drugs and weapons at school. Routine checks by the dogs are not considered a search; however, an alert by the dog gives reasonable suspicion for a search. Dogs may not check students themselves to determine probable cause for a search. The use of trained dogs is a safety precaution to provide you a safe school in which to learn.

GRADES

An academic grade should reflect the teacher's most objective assessment of your academic achievement. Academic grades should not be used as a means of maintaining order in a classroom, nor should your behavior be included in calculating academic grades.

1. Your Responsibilities

a. To become informed of the grading criteria.
b. To maintain standards of academic performance commensurate with your ability, and to make every effort to improve your performance upon receipt of notification of unsatisfactory progress.

2. Your Rights

a. To receive a teacher's grading criteria at the beginning of each year or semester course.
b. To receive a reasonable notification of failure or potential failure prior to the end of the grading period with sufficient time, when possible, to take corrective action.

3. Your Parents' Responsibilities

a. To meet with your teachers upon request and assist in helping take corrective action if you are experiencing academic difficulty.
b. To seek advice on before and after school programs that will assist you in succeeding in school.

OTHER STUDENT RESPONSIBILITIES

- To read and become familiar with the Code of Student Conduct;
- To attend school daily, prepare for class, and complete class and homework assignments to the best of your ability;
- To know and follow school rules and instructions given by the school administration, teachers, and other staff;
- To report to school staff any dangerous behavior or bullying that occurs at school, on the way to and from school, or in the school community;
- To bring to school only those materials that are allowed;
- To treat everyone in the school community with respect;
- To respect school property, community property, and the property of others.

ACADEMIC HONOR CODE

- I will take responsibility for my own work. I will not cheat, help others cheat, or allow anyone else to do my work for me.
- I will not plagiarize. I will use quotations and cite sources when I use someone else's words and ideas.
- I will not represent work generated by Artificial Intelligence (AI) as my own or submit such work in a way that is inconsistent with the expectations of my teachers.
- I will not forge the signature of others or knowingly falsify any records, information, or results.
- I will be honest about my work with teachers, peers, and parent(s)/guardian(s).
- I understand I will receive a zero on any assignment, as well as any other appropriate consequence for breaking the Honor Code.

PARENTAL RIGHTS AND RESPONSIBILITIES

The role of parents, guardians, and families is critical to the healthy growth and development of each of our students. Some of the basic parent rights include:

- To be actively involved in your child's education;
- To be treated fairly and respectfully by the school administration, teachers, and other staff;
- To access information about the Board's policies and procedures;
- To be notified promptly if your child is disciplined for inappropriate or disruptive behavior and informed of the consequences assigned;
- To appeal disciplinary actions taken;
- To receive pertinent, accurate, and timely information about your child's academic progress, in addition to ways you can help your child succeed in school.

School staff and parents must work together to maximize a student's success at school. We are committed to working with and supporting families and we request parents work with and support us. As a parent you are expected to:

Sign in at the Office

Sign in through the Raptor System when you go to any school and before you go anywhere else on the campus. (You must present your driver's license or official picture identification to be scanned for student safety issues.)

Be Involved

Get to know the people at your child's school by participating in teacher conferences and school-parent activities such as Parent-Teacher Association (PTA)/Parent-Teacher Organization (PTO) meetings and School Advisory Council (SAC) meetings. Be actively involved in the learning process at home and in school, such as volunteering, collaborating with teachers on your child's performance in school, and fostering learning at home by providing your child appropriate assistance and monitoring of homework. Participate in your child's elementary report card conferences, which are scheduled following the first and third quarters of the school year.
School Board Policy 2111 Parent/Family Involvement may be accessed on the district website, or you may request a copy at the district office at 215 Manatee Avenue West, in Bradenton.

Provide Information

Each year provide your child's school your current telephone number, home address, work telephone number and emergency contact number. Parents must immediately notify the school of any changes in contact information.

Support School Rules

Understand and support the rules in this District Code of Student Conduct and talk to your child about them.

Support Dress Code

Teach your child to follow the dress code as outlined in this document. Because school is a place to work and learn, dressing neatly and appropriately for school is very important.

Promote Punctuality

Make sure your child arrives at school on time every day. Parents should be aware that if they live within two (2) miles of their child's school, School District transportation will not be provided unless required as a related service for a student with a disability.

Ensure Your Child's Safety
Ensure your child arrives at school no more than thirty minutes before the start of the school day and leaves campus no more than thirty minutes after the school day or activity unless you have made special arrangements with a teacher, administrator or a before/after school care program. Supervision will not be provided beyond that time. Supervision for students attending school activities outside the regular school day such as clubs, dances, carnivals, practices and games will be provided 30 minutes before and after the activity. Be aware that school nursing services are not available at extracurricular activities or before or after the school day. It is the parents' responsibility to provide any medical needs for their children before or after the school day.

Comply with Safety Rules
Adhere to school developed, on-site traffic plans for vehicles when bringing students to school or picking them up after school. If your children are walkers or bicyclists, encourage them to follow safety rules and use pedestrian-safety features where available.

Notify School of Absences
Contact the school when your child is absent and explain the reason for the absence. It is recommended you call the day of the absence, but parents do have 48 hours to notify the school. In situations specified in the attendance section, written documentation will be required by the school.

Notify School When You Move
Notify the school principal in writing if you move from the last address you have provided the school. You must notify the principal within five days of your move. If you have not moved out of your school's attendance zone, your child may continue at that school and may be entitled to transportation. If you have moved out of your school's attendance zone, in many cases your child may remain in the current school through the rest of the school year, but district transportation will not be provided. If the school discovers you have moved and have not provided notification, your child could be assigned to an alternative school or considered to be "found out of that school's attendance area." This could mean an immediate change of school for your child, and your child could be deemed ineligible for athletics and other activities.

Support School Discipline
Work with school staff members to solve discipline or other problems. You should let the school know if something has happened at home that could affect how your child behaves in school.

Provide Correct Student Pickup Information
Be aware that only people whose names and contact information are listed on the Enrollment Form may pick up a student from school during the school day. The enrolling parent should complete the Health Information Card. Identification must be shown to the office staff when someone signs out a student from school.

Pay Damages
Be prepared to pay for any damage done to School Board property by your child. If payment is not made and the amount is substantial, the principal will refer the matter to the Superintendent.

Reimburse School
Pay for lost or damaged books or other teaching materials. Failure to pay may mean no other

books or materials will be given to your child, your child will not be able to participate in extra-curricular activities or your child will be required to pay the debt through community service at the school. The principal will make those decisions.

Per School Board policy, if you cannot afford to pay for instructional materials or a fee that your child has incurred at school, you may submit a letter to the Superintendent seeking a waiver. Please consult School Board policy for the information necessary to request such a waiver.

Know School's Delivery Policies
Contact the school before delivering items for your child. Allowing deliveries to students is at the discretion of each individual school.

Comply with Cell Phone Policy
If you need to reach your child in an emergency during the school day, contact the front office. Because cell phones and all other forms of electronic communication are to be turned off and put away out of sight once students are at school, parents should not text message or phone their children during the school day.

Know CHOICE Options
If you want your child to attend a different school, visit the Office of Student Assignment and follow the CHOICE Student Assignment Plan procedures or call them at (941) 708-4971.

Know Parental Rights
Be aware that when parents are divorced or separated, both parents have full rights to participate in the child's school activities and to know what is happening at school. The non-enrolling parent will not be allowed to remove the child from school without the permission of the enrolling parent. A non-enrolling parent has the right of access to student records and information unless a court order prohibits such access.

Curricula and Instructional Materials
In accordance with 1006.28(2)(a) and 1002.20(19)(b), F.S. and School Board Policy 2520, parents have the right to learn about their minor child's course of study, to include the source of any supplemental instructional materials. Parents may request a copy of instructional materials from their child's teacher or may purchase certain materials with a written request to the school's principal. For parents who are interested in learning more about the types and nature of extracurricular activities and club offerings, please visit your school's website.

Parents or Manatee County residents who object to the purchase of specific instructional materials on the basis of moral, sexual, religious, or other perceived harms may complete a form available on the district website. The form must be submitted to the Curriculum Department within 30 days of the district adoption of the specific materials. Parents who object to specific content based on sexuality may also withdraw their minor child from those portions of the school district's required comprehensive health education instruction, with a written request to the school principal.

Classroom Transfers
An enrolling parent has the right to request his or her child be transferred to another classroom teacher. **Parents must formally submit the request in writing** and the principal or designee

shall approve or deny the transfer within 2 weeks after receiving such a request. If a request for transfer is denied, the principal or designee must notify the parent and specify the reasons for the denial. This provision does not give parents the right to choose a specific classroom teacher.

Classroom and Bus Removals

Per F.S. 1003.04, the parent of each public K-12 student must cooperate with the authority of the student's district school board, Superintendent, principal, teachers, and school bus drivers, according to F.S. 1003.31 and F.S. 1003.32, to remove the student from the classroom and the school bus and, when appropriate and available, to place the student in an alternative educational setting, if the student is disobedient, disrespectful, violent, abusive, uncontrollable, or disruptive.

Healthcare Services

Per Florida's parental bill of rights, at the beginning of each school year, parents will be notified of all healthcare services offered at their child's school and provided with the opportunity to individually consent to or decline each service. Please visit your child's school website for further information.

SECTION III POSITIVE SCHOOL CLIMATES



IGNITING POSITIVE SCHOOL CLIMATES

A school's climate can be simply defined as the "quality and character of school life" (National School Climate Council, 2007). This simple definition is underpinned by an array of intentional activities that support integral structures, such as trusting student and adult relationships, teaching and learning, the physical environment, and the safety of all school community members.

At its core, a positive school climate includes:

- positive relationships among and between all stakeholders (students, parents, all school personnel and community partners);
- engaging, relevant academic and extracurricular activities for all students that meets their social, academic, and developmental needs;
- meaningful family and community engagement;
- training and resources to resolve conflicts peacefully and respectfully;
- support for students who are experiencing an emotional crisis, trauma, or serious challenges in their homes and communities;
- clean and well-maintained campuses that support a sense of school pride;
- orderly learning environments, allowing all stakeholders to feel physically and emotionally safe.

These tenets of a positive school climate are reflected in several initiatives that are starting throughout the School District of Manatee County under the umbrella of what we call Project Spark.

Project Spark combines prevention and early intervention through our Multi-Tiered Systems of Support (MTSS), and a focus on building environments for optimal engagement; cultivating skills that build resiliency; and supporting safe and welcoming learning communities. Through these efforts and other Tier One initiatives, Project Spark aims to build a more positive school experience and increase engagement for all students.

Multi-Tiered Systems of Support (MTSS)

MTSS refers to the instructional strategies, interventions, supports and resources that are used to help all students achieve academically and behaviorally. MTSS serves as the framework for organizing supports within a school and district so that the needs of the whole child are met. An effective system blends culturally responsive academic, and behavior supports to create effective environments that address a range of student needs.

A three-tiered instruction and intervention framework is used to organize resources and supports to ensure student learning and educational success. The level of supports provided at each tier will match the needs of each student. Tier One is universal instruction and supports that is intended for all students. Tier Two consists of targeted and supplemental supports, designed for the estimated 20% of students who require more than universal instruction and support. Tier Three is the most intensive level and is intended for the 5-10% of students who may need more individualized support, in addition to their Tier One and Two interventions.

MTSS is a proactive approach that has the following key elements:

- Leadership
- Building Capacity/Infrastructure for Implementation
- Communication and Collaboration
- Data-Based Problem Solving
- Three-Tiered Instructional/Intervention Model
- Data Evaluation

For more information on our MTSS, please visit the School District of Manatee County's website.

Building Environments for Optimal Engagement

Whether due to unclear expectations or learning goals, the impact of stress or trauma, or poor relationships with adults and peers, the optimal engagement of our students with their learning environment is challenged by numerous factors. To help address these barriers to student engagement, the SDMC actively promotes several initiatives.

CHAMPs is an evidence-based system of classroom management supported by over 30 years of research. Teachers use the CHAMPs model to clarify expectations for learning activities and transitions that occur throughout a class or school. The CHAMPS acronym stands for:

- **C**onversation: Can students talk to each other during this activity? At what level?
- **H**elp: How do students get the teacher's attention and their questions answered?
- **A**ctivity: What is the task/objective? What is the end product?
- **M**ovement: Can students move about during this activity?
- **P**articipation: How do students show they are fully participating? What does work behavior look/sound like?

All district schools have at least one trained CHAMPs coach who is tasked to work with teachers for

implementing CHAMPs in the classroom. CHAMPs coaches also work with school administrators to establish and solidify school-wide expectations.

To assist teachers and other school staff in better understanding developmentally appropriate teaching and learning, the SDMC has begun initial training using The Neurosequential Model in Education (NME). This training offers a way to educate school staff about brain development, developmental trauma, and how to apply that knowledge to support all students in and out of the classroom, especially those impacted by adverse childhood experiences.

The SDMC has also dedicated extensive time and resources in providing Youth Mental Health First Aid (YMHFA) training to most of our staff across all schools and support sites. YMHFA allows our staff to better understand and recognize the unique risk factors and warning signs of mental health problems in adolescents, including anxiety, depression, psychosis, eating disorders, substance use disorder, ADHD and other disruptive behavior disorders. YMHFA emphasizes the importance of early intervention, and teaches our staff how to help an adolescent who is in crisis or experiencing a mental health challenge.

Quality relationships are perhaps the key element in building a positive school climate and are also critical for optimal student engagement. Our schools offer a wide range of activities and interests for our students to form social bonds and explore their personal interests with like-minded peers. In the classroom setting, relationships between students and adults can be strengthened through the use of practices such as community-building circles. Circles can be used proactively to help build trust, positive feelings, and a sense of belonging within the classroom community. Circles can also be used to discuss classroom expectations, problem-solve common issues, mentally prime students for learning, and create a culture of communication and empathy. With a strong sense of community, circles can also be used to restore relationships that may have been harmed. The SDMC has invested training and resources to bring the concept of circles to our schools. It represents an easy and effective way to foster better relationships and build the foundation for a more positive school climate.

Cultivate Skills that Build Resiliency

To ensure positive mental health for all students, the SDMC ensures all students have the necessary skills and resources to see them through life's successes and challenges. The new FL Resiliency Standards, centered around Character, Personal Responsibility, Mentoring and Citizenship, Critical Thinking and Problem Solving provide the foundation for schools to support and strengthen the characteristics that build resiliency.

The new Florida Resiliency Standards will be implemented for the first time during the 2023-2024 school year. The standards will help us connect several existing universal curricular efforts to include substance use education, health education, character education, and mental health education.

Supporting Safe and Welcoming Learning Communities

Along with elements such as our MTSS, community-building circles, and our district code of conduct, the SDMC undertakes several initiatives to help ensure a safe and welcoming environment for all students.

Several of our district schools partner with the Sandy Hook Promise Foundation and operate a SAVE (Students Against Violence Everywhere) Promise Club. SAVE promise clubs are led by a faculty sponsor and empower student leaders to develop and organize activities designed to create safe and welcoming environments for all students. SAVE Promise Clubs are supported by district staff who seek to increase the number of schools that operate these student leadership clubs. If you are interested in joining or starting a club on your campus, please contact your school's administration.

When threats of harm are made against the school or any member of our school community, each district school has a specially trained threat management team to assist in mitigating the threat of potential harm. The members of the threat management team are charged with investigating any threat of harm and developing appropriate safety plans to help ensure the threat cannot be carried out and that supports are provided to the students involved. Each school's threat management team includes school administrators, discipline personnel, counselors, and other staff, as well as local law enforcement. The SDMC, local law enforcement, and local community mental health providers work together to ensure our policies and procedures are in compliance with all legal requirements and that our schools provide the highest level of safety for all members of their community.

If you become aware of an explicit or implied threat of harm to a school or any member of our school community, please report the concern immediately. In nearly all mass casualty acts of violence in our schools, the perpetrator(s) announce their plans in advance through a phenomenon known as "leakage". Whether on social media or through face-to-face communication, too often these warning signs of impending violence are dismissed or go unreported. The state of Florida has established a reporting system called FortifyFL, which can be downloaded as an app for mobile devices and computers. FortifyFL is designed for suspicious behavior and serious threats that have been made against our schools and school community members. In addition to FortifyFL, the SDMC operates an anonymous reporting system for all acts of bullying, harassment, or other dangerous or unwelcome behaviors that target our students. Each district school has a link on the front page of their website for reporting and there is also a link found on our district website. Together, these reporting systems are designed to help ensure that all concerning or suspicious behavior can be immediately reported and investigated.

SECTION IV **STUDENT ATTENDANCE**

Florida Compulsory School Law (F.S. 1003.21) states all children who are either six years of age (or who will be six years old by February 1 of any school year), but who have not attained the age of ~~16~~ 18 must attend school regularly during the entire school term. ~~Students between 16 and 18 are also within compulsory attendance age, unless a formal Declaration of Intent to Terminate School Enrollment has been completed and signed by the parent and an exit interview is conducted at the school.~~

a. You are expected to be on time and in school for the entire student day, each school day.

b. On the day of your absence, a parent or guardian should call the school to explain the absence. The absence will be excused if it meets the criteria outlined below. The parent or guardian must contact the school within 48 hours of the absence or appropriate documentation is required within 5 days. If this contact is not made, the absence will be recorded as unexcused.

c. If you are continually sick and repeatedly absent from school, you must be under the supervision of a physician in order to be excused from attendance. Excessive absences will lead to a parent conference, referral to the District's Child Study Team, referral for social work services, referral to Truancy Court, and the involvement of the State Attorney. Parents who fail or refuse to cooperate with the school in the matter of regular school attendance for their child may be prosecuted for truancy by the State Attorney's Office.

FREQUENTLY ASKED QUESTIONS:

Q: What is an excused absence?

A: An absence can be excused for the following reasons:

a. You are ill or injured.
b. Major illness in your immediate family (this means parents, brothers, sisters, Grandparents, or others living in the home or who are close relatives).
c. Death in your immediate family
d. Religious instruction in your faith - requires note from your parent before the absence.
e. Subpoena or forced absence by any law enforcement agency. A copy of the subpoena or summons must be given to the principal or designee. This includes detention at a juvenile center in which you continue your education.
f. A major disaster as decided by the administration.
g. Any absences, including those for field trips, participation in another academic class or program, or other parental requests as judged appropriate by the principal, provided the request is submitted to the principal forty-eight (48) hours in advance of the absence. A principal may waive the requirement for advance notice if extenuating circumstances exist.
h. A documented appointment with a doctor, dentist, or other medical or legal professional.
i. An occurrence of head lice, with a maximum of two excused days.

Q: How many excused absences can I have?

A: You are allowed nine excused absences. Your parent may excuse nine absences per year. When you have reached your limit, official documentation is then required for every additional absence.

Q: What if I have used all of my excused absences and a family emergency occurs?

A: You must provide appropriate documentation to the school principal or designee for approval. These will be recorded as excused absences.

Q: How can I make up work when I am absent?

A: After an excused absence, you must arrange with your teacher for any make-up work. You have the same number of days you were absent to make up your work. This rule does not apply to some long-term assignments. (A long-term assignment is when a student has 10 or more days to complete the work.) These long-term assignments will be due on the specified date unless excused in writing by the teacher or principal. It is your responsibility to make these arrangements and to submit the make-up work within the deadlines set by the teacher(s). You do not have the right to make up work if your absence was unexcused.

Q. I am going to be absent for semester exams. May I take my exams early?

A: Semester exams may not be given early. You may take your semester exams upon your return to school.

Q: What is an unexcused absence?

A: Anything that does not meet the criteria of an excused absence is considered unexcused. (Please refer to Excused Absences Section.)

Q: How many unexcused absences can I have?

A. In Manatee County, state law requires the regular attendance of children between the ages of 6 and 18 and makes parents and legal guardians legally responsible for seeing that their children attend school. Family vacations during scheduled school time are considered unexcused absences. If you have accumulated a total of 5 unexcused absences in one month or 10 unexcused/unexplained absences in a 90-day period, your child's school will send a letter to the address listed on school records, in an attempt to ensure parent(s)/guardian(s) are aware of any developing attendance issues. Fifteen unexcused absences in a 90-day period may result in a referral for truancy court action. The District Truancy Department will send a 3-Day Demand Notice by U.S. Mail to the address listed on school records in the event of excessive consecutive unexcused/unexplained absences.

Q: What happens if I am late for school?

A: If you arrive at school late for any reason, you must report to the office and receive a tardy admit slip. The tardy will be deemed as excused or unexcused. You are expected to be in school at the start of the school day, every day.

Q: What is an excused tardy?

A: An excused tardy is when you are late for school due to sickness, injury, death in your family, medical or dental appointments with a note from the physician, school sponsored activities, court date, or other reason approved by the school principal. For elementary students, parents must accompany the student to the office when they are tardy.

Q: What is an unexcused tardy?

A: An unexcused tardy is when you are late to school due to, but not limited to, oversleeping, missing the school bus, shopping trips, pleasure trips, or excessive tardiness due to illness without a physician's verification that the medical condition justifies your tardiness. If an elementary student arrives late and comes into the office unaccompanied by an adult, he or she will receive an unexcused tardy.

Q: May I leave school early in the school day?

A: You are expected to be in school for the full day. However, if you must leave school early, you must go to the office and receive permission for early release. Parents of elementary and middle school students must report to the office to pick up their child. High school students aged 16 or older may sign themselves out early with parent permission, following the school sign-out procedures. You cannot leave your school campus for lunch or other unexcused personal reasons at any point during the school day.

Q: What are excused reasons for leaving school early?

A: Excused reasons for early dismissal follow the same guidelines as excused absences. They include: illness or injury, major illness or death in your immediate family, subpoena

or forced absence by a law enforcement agency, a major disaster, a documented appointment with a doctor or dentist, discovery of head lice, participation in another academic class or program, or other parental requests as judged appropriate by the principal.

Q: What happens if I leave school early for unexcused reasons?

A: Numerous early dismissals are unacceptable and unfair to the other students whose instruction is interrupted each time a student leaves early. Individual schools may develop school-based consequences for unexcused early dismissal students.

Q: How does my school attendance affect my privilege to drive?

A: You will lose your driver's license, or privilege of applying for any driver's license, if you are not enrolled in or do not attend school regularly.

NOTE: Students who are withdrawn as dropouts or who have accumulated 15 unexcused absences in 90 calendar days will lose the privilege to apply for or hold a Florida Driver's License. Students who have lost the privilege must subsequently accumulate 30 consecutive SCHOOL days with no unexcused absences in order to receive a Reinstatement of Driving Privilege form. If you need further information regarding this issue, please contact the District Truancy Office at 751-6550, extension 43091.

Q. Does my attendance affect my participation in athletics or extracurricular activities?

A. If you are not present for more than half of the school day on the day of an event, due to any undocumented absence, you may not participate in the athletic or extracurricular event. If you are suspended from school, you may not participate in any school-related function.

SECTION V STUDENT DISCIPLINE

The School District of Manatee County recognizes that a safe, orderly, and supportive learning environment is the result of caring relationships and quality instruction. It is the responsibility of the district to help foster such environments by implementing clear, appropriate, fair, and consistent expectations and consequences for all schools and classroom teachers to construct and carry out their behavior support plans. For these plans to be optimally effective, schools and classrooms must in turn, have the latitude to work within established guidelines to create positive behavioral intervention systems which support the unique needs of their students, families, and communities. Our philosophy of discipline in the School District of Manatee County is rooted in the development of positive relationships with our students and families. We believe that students should have a chance to learn from their mistakes and the opportunity to restore any damaged relationships with peers and adults. Our discipline practices encompass preventative and early intervention measures that seek to strengthen relationships and build positive communities, so that misbehavior is less likely to occur or continue.

MISCONDUCT THAT REQUIRES SPECIFIC CONSEQUENCES

Acts that require specific consequences include the following:

- Possession or Use of Illegal Drugs or Alcoholic Beverages
- Possession or Use of Tobacco Products
- Bullying or Harassment
- Dating Violence and Abuse
- Threats Against Schools
- Chemical or Biological Attacks or Threats
- Possession of Guns, Weapons, or Dangerous Objects
- Gang Activity
- Violent Acts Resulting in Serious Injury
- Making False Accusations or Reports

Drugs and Alcoholic Beverages

Use of a drug authorized by a medical prescription from a registered physician for a specific student shall not be considered a violation of this rule. However, all procedures found in the School District of Manatee County's medication policy must be followed.

You shall not knowingly possess, use, transmit or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, any other controlled or synthetic substance defined in F.S. 893.03, or substitute for such, hemp, Cannabidiol (CBD), alcoholic beverage (including powdered alcohol), inhalant or intoxicant, or over the counter drugs of any kind. This applies to you on the school grounds before, during, or after school hours, or off the school grounds on a school bus, bus stop, at a school activity, function, or event. Also, you shall not possess, have under your control, sell or deliver any device, or contrivance, instrument or paraphernalia containing the substance or substances described in this paragraph, or any residue of such substance, or devices intended for use or used in injecting, inhaling/huffing, smoking, administering, or using any of the foregoing prescribed drugs, narcotics or stimulants.

Possession, Use, Under the Influence

For substances that are not considered over-the-counter, the first offense for possession, use, or under the influence will result in up to a ten (10) day suspension. The principal or designee may offer to reduce your suspension to 5 days providing you and a parent or guardian attend and complete the district's SAFE (Substance Abuse and Family Education) Program. For a second offense of possession, use, or under the influence, you will be automatically suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement may be made to the Superintendent or designee.

Selling, Purchasing, Providing, Distributing, & Receiving

If you buy, sell, trade, provide, negotiate, receive, or engage in any drug or alcohol-related transaction at school, at a school activity, at a school bus stop or on a school bus - even if the sale or purchase does not actually take place - you will be suspended for up to 10 days and a recommendation for expulsion or reassignment to an alternative placement will be made to the Superintendent or designee. Providing or receiving Over The Counter drugs to other students may be considered a Level 2 infraction for endangerment, while providing others with medication prescribed to you (or others) may be considered a Level 4 offense that is subject to a suspension of up to 10 days.

Fake Drugs

If you are caught possessing or distributing a substance that is represented to be an illegal drug you may be suspended for up to 10 days or recommended for a disciplinary reassignment to another school or program.

Possession or Use of Tobacco

Possession or use of tobacco by minors is illegal. If you are caught smoking or in possession of tobacco, the School Resource Officer or other law enforcement officer may give you a written citation. In addition to possible fines, if you are caught using or possessing any form of tobacco, including electronic cigarettes at school, at any school-sponsored activity, at a school bus stop or on the school bus, you will receive a disciplinary consequence. Tobacco or nicotine products include cigars, cigarettes, dip, snuff, dissolvable tobacco products (e.g. gum, mints, or dissolvable strips) and electronic smoking devices. **Additionally, any electronic smoking device is subject to field-testing for illicit substances and may be permanently confiscated.**

Drug and Alcohol Offenses			
Over the Counter Drugs and Medications			
	1st Offense	**2nd Offense**	**Subsequent Offenses**
Possession	Level 1	Level 2	Level 3
Misuse	Level 2	Level 3	Level 4
Providing or Receiving	Level 2	Level 3	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Prescription Drugs (prescribed to the student)			
Possession	Level 2	Level 3†	Level 4
Misuse	Level 3†	Level 4	Level 4
Providing or Receiving	Level 4	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Illegal and Illicit Drugs			
Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*
Alcohol			

Possession	Level 3†	Level 4*	Level 4*
Use or under the influence	Level 3†	Level 4*	Level 4*
Providing or Receiving	Level 4*	Level 4*	Level 4*
Selling or intent to sell/buy	Level 4*	Level 4*	Level 4*

*** Student is automatically suspended for up to 10 days and reassigned to an alternative program**
†Student is offered the SAFE program to assist with any substance use issue

Bullying and Harassment

Conduct that constitutes bullying or harassment, as defined below, is prohibited.

Bullying is the mistreatment of an individual or group characterized by a willful intent to cause harm and a perceived advantage in power. These acts can be socially, emotionally, or physically damaging in nature, to include, but not limited to: teasing, name calling, rumor spreading, exclusion, intimidation, threats, damaging personal property, stealing, public or private humiliation, stalking, pushing, shoving, or other physical attacks, and sexual, religious, or racial/ethnic harassment. Harassment involves any threatening, insulting, or dehumanizing act or gesture, which places an individual in reasonable fear of harm to his or her person or damage to his or her property; has the effect of substantially interfering with an individual's educational performance, opportunities, or benefits; or has the effect of substantially disrupting the orderly operation of a school or activity.

Both bullying and harassment are prohibited at school, during school-related activities (whether on or off campus), on the school bus, at school bus stops, and through the use of computers or other electronic devices, which is known as cyberbullying. Cyberbullying and harassment are also prohibited through off-campus Internet posting, phone calls, or text messaging - if such behavior disrupts the orderly environment of any district school or activity or interferes with the educational opportunities of others.

If you engage in bullying or harassment, the consequences and appropriate remedial action may range from positive behavioral interventions up to and including suspension, reassignment to an alternative program, and expulsion. More severe or persistent infractions will result in more intensive interventions and administrative actions. Additionally, the appropriate school administrator or designee will report to the victim's parents any incident of bullying or harassment once an investigation of an incident has been initiated. Bullying should be reported to the appropriate school administrator or through the School District of Manatee County's anonymous reporting system.

Hazing

Hazing is defined by F.S. 1006.135 as any action or situation that endangers the mental or physical health or safety of a student at a school with any of grades 6 through 12 for purposes of initiation or admission into or affiliation with any school-sanctioned organization. Hazing

includes, but is not limited to:

(a) pressuring, coercing, or forcing a student to:
1. Violate state or federal law
2. Consume any food, liquor, drug, or other substance; or
3. Participate in physical activity that could adversely affect the health or safety of the student.

(b) any brutality of a physical nature, such as whipping, beating, branding, or exposure to the elements.

Dating Violence or Abuse

Conduct that constitutes dating violence and abuse as defined below is prohibited. Dating violence is a pattern of verbal, physical, emotional, or sexual violence or abuse used by one person in a current or past relationship to exert power and control over the other person. Abuse

may include insults, coercion, social sabotage, sexual harassment, threats or acts of physical or sexual abuse. The abusive partner uses this pattern of violent or coercive behavior to gain power and maintain control over the other person.

School employees are required to report to the principal or designee suspected cases of dating violence or abuse. Students should report suspected cases of dating violence or abuse to the principal or designee and may do so anonymously. Student victims should report any incidents of dating violence or abuse to the principal or designee as soon after it occurs as possible.

The principal or designee will immediately conduct an investigation of the allegation and proceed under paragraph L. PROCEDURES FOR SUSPENSION AND EXPULSION. If the principal or designee determines a student is guilty of dating violence or abuse, the student will be suspended from school for up to 10 days and may, where appropriate, be recommended for assignment to another school or program as an accommodation for the victim. Suspected criminal conduct will be reported to law enforcement.

The District Health Education Curriculum for grades 7-12 will include a component on teen dating violence and abuse, with emphasis on prevention education.

Threats Against Schools and Persons

If you are involved in making a destructive device, fake destructive device, or planning the use of such a device, either at school, or at a school activity, or while you are at school or at a school activity, you will be suspended for up to 10 days, recommended for expulsion, and reported to law enforcement for prosecution. The same actions will be taken if you make a threat by any means against the school, school property, school personnel, or students, regardless of any disruption on campus or any school-related function. This includes direct, veiled, or implied threats communicated verbally, in writing, or through social media platforms. If you make any such threat, you will be referred to your school's threat management team. This team is charged with helping to ensure the safety of all persons in your school and will take steps that may include interviews with friends, teachers, staff, parents, or employers regarding any concerns they may have. The threat management team is also responsible for making referrals for mental health services and to law enforcement for continued investigation, if you pose a concern or threat to the school or any member of the school community. You are subject to school-based consequences for any threats communicated online or through the use of technology, regardless of the time,

day, or location where the threat was made.

Reporting Threats or Suspicious Activity

Students, parents, staff, or any individual may report threats, or any concerning behaviors exhibited by a member of our school community. All persons are strongly encouraged to be vigilant of potential signals, warning signs, and threats and to not hesitate in reporting their concerns immediately. This is particularly true of online or social media posts. FortifyFL is an app specifically designed by the State of Florida to assist in reporting suspicious or concerning behavior, which may be downloaded to your mobile device for immediate reporting.

NOTE: If you make a threat or false report - to include a bomb threat, bomb threat hoax, or a knowingly false report - concerning the use of a destructive device or firearm in a violent manner, as defined by F.S. 790.162 and 790.163, involving a school or school personnel's property, school transportation, or a school-sponsored activity, you may be expelled (with or without continuing education services) from your regular school for a period of not less than one full year, as well as referred for criminal prosecution and mental health services identified by the school district, pursuant to F.S. 1012.584(4) for evaluation or treatment, when appropriate (1006.07 (2) (l) F.S.). The Superintendent may consider the expulsion requirement on a case-by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program, if it is determined to be in the best interest of you and the school system. Commission of either of these offenses is a second-degree felony, punishable by up to 15 years imprisonment and a $10,000 fine. The School Board must maintain a policy for all threats to commit violence or harm. Even threats made in jest or in exaggeration must be treated as serious and may subject you to suspension, reassignment, or expulsion. This includes simulating realistic gunfire, explosions, or acts of violence using apps or other technology. If you make a threat of violence, the school administration will assess the situation and where appropriate, take administrative action.

Violent and Aggressive Acts

If you violently attack a School Board employee or any other person or act as a decoy in a violent attack at school, a school function, on the bus or at a bus stop, you will be suspended from school for up to 10 days and may face a recommendation for expulsion or reassignment to an alternative program. If you are charged with violently attacking another person somewhere else other than school, you may be removed from the general education program and administratively assigned to another program if your principal believes your presence on campus may be disruptive or pose a concern for the safety of students or staff.

If you commit two violent or aggressive acts (such as fighting, bullying, threats, or physical aggression) in the same school year and while under the jurisdictional control of the school, you may be placed on a district-level Behavior Assessment and Modification (BAM) contract. A third such offense in the same school year may result in your recommendation for reassignment to an alternative program.

Possession of Firearms and Weapons

According to Florida Statute 790.115(2)(a) students will not possess any firearm, destructive device, or other weapon as defined in F.S. 790.001(13) and/or listed under Category A (below). Federal and state laws require you be expelled from school, with or without continuing educational services, for a period of not less than one full year, referred to mental health services identified by the school district, pursuant to F.S. 1012.584(4), and referred for criminal prosecution if you bring a firearm or a weapon to school, to any school function, or onto any school sponsored transportation, or if you possess a firearm or weapon at school. Expulsion is required, even if you brought the firearm or weapon for self-defense. The School Board may assign you to a disciplinary program for the purpose of continuing educational services during the period of expulsion. The Superintendent may consider the expulsion requirement on a case- by-case basis and request the School Board to modify the requirement by assigning you to a disciplinary program or other appropriate consequence, if it is determined to be in the best interest of you and the school system.

NOTE: Per F.S. 790.115, the School District of Manatee County strictly prohibits any firearms from being stored in student vehicles parked on any school grounds or at any school-sponsored event. Your principal may give you written permission to possess a gun or weapon while on campus or at a school function when the gun or weapon is part of the curriculum of the school. An example of this is when a gun or rifle may be part of JROTC drill and firing ranges. If you bring weapon-like contraband to school, to any school function, or onto any school sponsored transportation, or if you use any non-weapon as a weapon to threaten or injure others, you may be suspended for up to 10 days and possibly recommended for alternative placement, expulsion, and referred for criminal prosecution.

WEAPONS AND FIREARMS
Category A
Mandatory Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

a. Any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive;
b. The frame or receiver of any such weapon described above;
c. Any firearm muffler or firearm silencer;
d. Any machine gun;
e. Any destructive device as defined by F.S. 790.001(4) including but not limited to bomb, grenade, mine, rocket, missile, pipe bomb, or similar device containing an explosive, incendiary, or poison gas;
f. Any type of weapon which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive and which has a barrel with a bore of ½ inch or more in diameter;
g. Knife or dirk (excluding common pocket knife, plastic knife and blunt bladed table knife);
h. Metallic or other knuckles;
i. Slungshot - a striking weapon consisting of weight or other hard object affixed on a flexible handle or strap;
j. Billy club;
k. Flare gun;
l. Tear gas gun, except a self-defense chemical spray carried solely for the purpose of self-defense in a compact size and containing not more than 2 ounces of chemical.
m. Chemical weapon or device or any other deadly weapon.
n. Electric weapon or device.

WEAPON-LIKE CONTRABAND
Category B
Suspension or Alternative Placement or Expulsion
F.S. 1006.13 and F.S. 790.001(6)(13)

- **a.** Slingshot;
- **b.** Fireworks;
- **c.** Razorblade/razor;
- **d.** Any knife or bladed instrument not covered in Category A;
- **e.** Non-weapons used as weapons: A student using as a weapon any article or substance not normally considered to be a weapon (including but not limited to rocks, pens, pencils, lasers, chains, lumber, screwdriver, etc.) or facsimile (toy or otherwise) but which is used by a student as a weapon to intimidate, threaten, coerce or injure another individual shall be suspended and may be recommended for expulsion.
- **f.** Any replica or facsimile of any item listed in Categories A or B, including toys, souvenirs, antiques, broken, or inoperable weapons, including but not limited to bb guns, pellet guns, paint guns, squirt guns, regardless of how they are used or displayed.
- **g.** Ammunition and any component thereof, including but not limited to bullets, shotgun shells, bullet casings, magazines, or clips.

In addition to the administrative actions listed in the Code of Student Conduct, possession of weapon-like contraband by any student while the student is on school property or in attendance at a school function may also result in criminal prosecution (F.S. 790.115).

Gang Activity

No student shall commit any act which promotes gangs or gang-related activities. A criminal street gang is a formal or informal organization or group that has as one of its primary activities the commission of criminal or delinquent acts and consists of three or more persons who have a common name or common identifying signs or symbols and have one or more members who engage in a pattern of criminal street gang activity. Conduct prohibited by this policy includes but is not limited to the following:

a. Wearing, possessing, using, distributing, displaying, or selling any clothing, jewelry, emblems, badges, symbols, signs or other items which may be evidence of membership or affiliation in any gang.
b. Communicating either verbally or non-verbally (gestures, handshakes, slogans, drawings, etc.) to convey membership or affiliation in a gang.
c. Soliciting others for gang membership.
d. Tagging, or otherwise defacing school or personal property with gang or gang-related symbols or slogans.
e. Requiring payment of protection, insurance, or otherwise intimidating or threatening any person related to gang activity.
f. Inciting other students to intimidate or to act with physical violence upon any other person related to gang activity.
g. If you commit any gang-related activity while at school, a school activity, school bus stop, or on a school bus, you will be suspended from school for up to 10 days. If you commit a second gang- related activity while under the jurisdiction of the school district that can be documented by law enforcement, you may be assigned to an alternative program or face expulsion.

"Sexting"

If while under the jurisdiction of the school district you post, send or forward to anyone else a nude or sexually revealing images of a person through the Internet or text message, or if you show such images to other people, you may be suspended from school and possibly be recommended for reassignment or expulsion. You may also be subject to arrest for violation of child pornography laws if the student in the photo is a minor. If you are found to have sent any such images or messages to other members of the school community regardless of time or location, you still may be subject to school-based consequences under Florida cyberbullying and harassment laws (F.S. 1006.147).

Making False Accusations

If you intentionally make false accusations that jeopardize the professional reputation, employment or professional certification of a teacher or other member of the school staff, you will be suspended for up to 10 days and may be recommended for assignment to an alternative school or for expulsion.

MISCONDUCT THAT MAY RESULT IN DISCIPLINE

You are expected to behave during the time you are at school, at school activities, at the school bus stop and on the school bus. You may be disciplined if you do anything during those times or attempt to do anything that violates a school rule or that may:

- Hurt, harass or threaten others,
- Damage property,
- Disrupt class, school or a school activity,
- Be dishonest or
- Violate a criminal law or state statute.

You may be subject to disciplinary action even if your conduct occurs off campus but is connected to activities or incidents that occurred on campus or at a school activity, or conduct that, regardless of where it occurs, is directed at a Board official or employee, or the property of such official or employee.

Discipline Matrix for Schools

The discipline matrix is a tool that helps ensure a consistent and progressive response to discipline across all SDMC schools. ~~In the 2018-2019 school year, the SDMC introduced a discipline matrix for both middle and high schools. Beginning with the 2021-2022 school year, the district adopted separate matrices for grades PK-2 and grades 3-5 at the elementary level.~~

The below incident codes and corresponding types of offenses represent the different types of infractions found in our FOCUS student information system. These larger infraction headings encompass the full range of student misconduct and include more specific behaviors (such as cutting in the lunch line or using profanity). **Each offense may be met with a range of appropriate consequences that escalate with each successive infraction of that offense. The matrix does not necessarily call for every intervention or consequence listed, but rather reflects a range of appropriate possibilities, considering any mitigating factors. All Office Discipline Referrals are also met with a phone call home to your parent(s), in addition to any consequences outlined in the matrix.**

Once the type of offense is located on the left-hand side of the matrix, simply follow that row to the right to see which consequences and interventions are considered appropriate for the number of times that specific offense has been repeated. You may use the key below for proper identification of the specific types of administrative action found on the matrix. The term SESIR is found

throughout the discipline matrix and is an acronym for School Environmental Safety Incident Reporting. These discipline incidents are defined by the state and reported to the Florida Department of Education on a monthly basis.

Action Code	**Administrative Action Type**	Action Code	**Administrative Action Type**
ASD	After School Detention	LDT	Lunch Detention
ALT	Alternative Placement Referral	S	Other SESIR Defined
AOS	Alternative to OSS	OSS	Out of School Suspension
AWD	Assign Work Detail	PCN	Parent Conference
BSD	Before School Detention	PPH*	Parent(s) Phoned
BCM	Behavior Contract Made	PWR	Parent(s) Written
CUP	Clean Up – Vandalism	PMD	Peer Mediation
CMS	Community Service	RGU	Referred to Guidance
CFS	Confiscation	RLW	Referred to Law Enforcement
CFR	Conflict Resolution (includes NCO)	RTI	Response to Intervention (MTSS)
CAW	Counseled and Warned	RES	Restitution
DIS	Other District Defined (such as contracts, intervention courses)	SPH	Susp. Extended, Pending Hearing
EXS	Extra School	ISC	Susp. Until Parent Conf. – ISS
FIN	Fine Charged	OSC	Susp. Until Parent Conf. – OSS
ISS	In-School Suspension	SBS	Suspended from Bus
LOA	Letter of Apology	TMO	Time Out
LPP	Loss of Parking Privileges	Zero	Student receives no grade for work
LOP	Loss of Privileges		

* All Office Discipline Referrals are to be met with attempted telephone contact with the enrolling parent

SDMC Elementary School Discipline Matrix – Grades PK-2

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	No Referral – work with parents to resolve attendance issues				
DB	Disruptive Behavior	CAW	LOP, PWR, TMO	PCN, LOP, ISS, RGU, TMO	LDT, LOP, PCN, RTI 1 Day ISS	LOP, PCN, RTI, 1 Day ISS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	LOA, LOP	CFR, LOA, LOP, PWR, RGU	CFR, LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
FS	Failure to Serve Consequence	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
HP	Horseplay	CAW	CAW, LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LOP	LOP, PWR, RGU, TMO	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
MV	Medication Policy Violation	CAW	LOP, PWR, PCN	LOP, PCN	LDT, LOP, PCN, RTI	LOP, PCN, RTI, 1 Day ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW	LOP, PWR	LOP, PCN	LDT, LOP, PCN, RTI, TMO	LOP, PCN, RTI, 1 Day ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, 1 Day ISS,	LOP, PCN, RTI, 1-2 Days ISS,	1 Day OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RTI, 1-2 days ISS	BCM, DIS, LOP, PCN, 1 Day OSS	ALT, LOP, 1-2 Days OSS
CH	Cheating	LOP, Zero,	LOP, PWR, Zero,	LOP, PCN, PWR, RGU, TMO, Zero	LDT, LOP, PCN, RTI, TMO, Zero,	LOP, PCN, Zero, 1 Day ISS
CO	Contraband, Possession	CAW, CFS, LOP,	CFS, LOP, PWR, RGU, TMO	CFS, LOP, PCN, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	ALT, CFS, LOP, PCN, RTI, 1 Day ISS
DF	Defiance	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LOA, LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
EC	Electronic Cigarette Possession	CFS, PCN, RLW	CFS, PCN, RLW, RTI, 1 Day ISS	CFS, PCN, RLW, RTI, 1 Day OSS	Contact DCF	-
EN	Endangerment	CAW, LOA, LOP	LOP, PWR, RGU, TMO	LOP, PCN, RGU, RTI, TMO	LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, TMO	BCM, LOP, PCN, RGU, RTI, TMO	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
LC	Leaving Campus Without Authorization	CAW, LOP	LOP, PCN, RTI, TMO	LOP, PCN, RTI, TMO, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Day ISS	ALT, LOP, PCN, RTI, 2 Days ISS
***TBC**	SESIR Tobacco Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RGU, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS
VN	Vandalism (Under $1,000)	CAW, LOA, LOP	LOA, LOP, PWR, RES, RGU, RLW, TMO	LOP, PCN, RES, RLW, RTI, TMO	DIS, LOP, PCN, RES, RTI, RLW, 1 Day ISS	ALT, LOP, PCN, RES, RLW, RTI, 2 Days ISS

LEVEL 3 OFFENSES

Due to age considerations, the PK-2 Matrix does not include SESIR incidents. Please refer to the Grade 3-5 Matrix, if you determine behavior from a PK-2 student qualifies as a SESIR incident.

AG	Aggression, Physical	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
***ALC**	SESIR Alcohol Possession, Use, or Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***BUL**	SESIR Bullying	See Grades 3-5 Matrix	-	-	-	-
CS	Contraband, Sale	CAW, CFS, LOP, PWR	CFS, LOP, PNC, RGU, TMO	CFS, LOP, PCN, RTI, 1 Day ISS	CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DV	Dating Violence or Abuse	See Grades 3-5 Matrix	-	-	-	-
***DRU**	SESIR Drug Possession or Use	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
FT	Fighting, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LOA, LOP, PWR, RGU, 1 Day ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS	-
GN	Gang-Related Activity	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***HAR**	SESIR Harassment	See Grades 3-5 Matrix	-	-	-	-
***HAZ**	SESIR Hazing	See Grades 3-5 Matrix	-	-	-	-
OS	Other Serious Misconduct	LOP, PWR, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Days OSS,	ALT, LOP, PCN, 1-2 Days OSS
***STL**	SESIR Theft/Larceny ($750 or More)	See Grades 3-5 Matrix	-	-	-	-
SX	Sexting	See Grades 3-5 Matrix	-	-	-	-
***SXH**	SESIR Sexual Harassment	See Grades 3-5 Matrix	-	-	-	-
***SXO**	SESIR Sexual Other	See Grades 3-5 Matrix & Contact DCF	-	-	-	-
***TRS**	SESIR Trespassing	See Grades 3-5 Matrix	-	-	-	-
***VAN**	SESIR Vandalism	See Grades 3-5 Matrix	-	-	-	-

LEVEL 4 OFFENSES

Due to age considerations, the PK-2 Matrix does not include SESIR incidents. Please refer to the Grade 3-5 Matrix, if you determine behavior from a PK-2 student qualifies as a SESIR incident

***ARS**	SESIR Arson	See Grades 3-5 Matrix	-	-	-	-
***BAT**	SESIR Battery	See Grades 3-5 Matrix	-	-	-	-
***DOC**	SESIR Disruption on Campus	See Grades 3-5 Matrix	-	-	-	-
***DRD**	SESIR Drug Distribution	See Grades 3-5 Matrix & Contact DCF	-	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
FA	False Accusation	LOP, PCN, PWR, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	ALT, PCN, 1-2 Days OSS	-	-
***FIT**	SESIR Fighting	See Grades 3-5 Matrix	-	-	-	-
***OMC**	SESIR Other Major	See Grades 3-5 Matrix	-	-	-	-
***PHA**	SESIR Physical Attack	See Grades 3-5 Matrix	-	-	-	-
***ROB**	SESIR Robbery	See Grades 3-5 Matrix	-	-	-	-
***SXA**	SESIR Sexual Assault	See Grades 3-5 Matrix	-	-	-	-
***SXB**	SESIR Sexual Battery	See Grades 3-5 Matrix	-	-	-	-
***TRE**	SESIR Threat	See Grades 3-5 Matrix	-	-	-	-
WC	**Weapon-Like Contraband**	CAW, CFS, LOP, PWR, RGU, RLW	CFS, DIS, LOP, PNC, RGU, RTI, 1 Day ISS	ALT, CFS, DIS, LOP, PNC, RTI, 1-2 Days OSS	-	-
***WPO**	SESIR Weapon Possession or Use	See Grades 3-5 Matrix	-	-	-	-

SDMC Elementary School Discipline Matrix – Grades 3-5

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	CAW, LOP	LOP, TMO	No referral for arriving late to campus– work with parents to resolve attendance issues		
DB	Disruptive Behavior	CAW, TMO	LOP, PWR, RGU, TMO, 1 Day ISS	LOP, PCN, RGU, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS	LOP, PCN, RTI, 1-2 Days OSS
DC	Dress Code Violation	No referral – work with parents to resolve any issues regarding appropriate attire				
DO	Disrespect Towards Others	CAW, LOA	CFR, LOA, LOP, PMD, TMO	CFR, LOP, PMD, PWR, RGU, TMO, 1 Day ISS, RTI	CFR, LDT, LOP, PCN, PMD, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1-2 Days OSS
FS	Failure to Serve Consequence	CAW	ASD, BSD, LDT, LOP	ASD, BSD, LDT, LOP, PCN, 1 Day ISS	ASD, BSD, LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 2-3 Days ISS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HP	Horseplay	CAW	CAW, LOP, RGU, TMO	LDT, LOP, PWR, RGU, RTI, TMO	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
ID	Identification Infraction	No Referral – Parents must pay for lost or replacement ID badges				
IN	Inappropriate Behavior (Minor)	CAW	LDT, LOP, TMO	LDT, LOP, PWR, RGU, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS	LDT, LOP, PCN, RTI, 1 Day OSS
MV	Medication Policy Violation	CAW, PWR	LOP, PWR, PCN	LDT, LOP, PCN, RTI	LDT, LOP, PCN, RTI, 1 Day ISS	LDT, LOP, PCN, RTI, 1-2 Days ISS
TA	Tardies, Habitual	-	-	-	-	-
TE	Technology – Inappropriate or Unauthorized Use	CAW, CFS	LOP, PWR, CFS, TMO	CFS, LDT, LOP, PCN, TMO, RTI	CFS, LDT, LOP, PCN, RTI, 1 Day ISS	CFS, LOP, LDT, PCN, RTI, 1-2 Days ISS
LEVEL 2 OFFENSES						
AN	Aggression, Non-Physical	CAW, CFR, LOA, PMD, TMO	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1 Day ISS	LDT, LOP, PCN, PMD, RGU, RTI, 1-2 Days ISS,	DIS, LOP, PCN, RTI, 1 Day OSS,	ALT, LOP, PCN, ALT, 1-2 Days OSS
BL	Bullying, Non-SESIR	CAW, CFR, LOA, TMO	CFR, LDT, LOP, RGU,1-2 Days ISS	BCM, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, 1-3 Days OSS
CH	Cheating	LOP, TMO, Zero,	LDT, LOP, PWR, RGU, Zero, 1 Day ISS	LDT, LOP, PCN, RTI, Zero, 1-2 Days ISS	LDT, LOP, PCN, RTI, Zero, 1 Day OSS	LOP, PCN, Zero, 1-2 Days OSS
CO	Contraband, Possession	CAW, CFS, LOP, TMO	CFS, LOP, PCN, RGU, 1 Day ISS	CFS, LDT, LOP, PCN, RTI, 1-2 Days ISS	CFS, DIS, LDT, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, LOP, PCN, 1-2 Days OSS
DF	Defiance	CAW, LOA, LOP, TMO	LDT, LOA, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
DA	Disrespect towards Staff or Authority	CAW, LOA, LOP	LDT, LOA, LOP, PWR, RGU, TMO	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
EC	Electronic Cigarette Possession	CFS, DIS, PWR, RLW, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS	CFS, PCN, RLW, RTI, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, 1-3 Days OSS, Contact DCF
EN	Endangerment	CAW, LOA, LOP, TMO	LDT, LOP, PWR, RGU, 1 Day ISS	BCM, LDT, LOP, PCN, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
IN	Inappropriate Behavior (Major)	CAW, LOP, TMO, 1 Day ISS	LDT, LOP, PWR, RGU, TMO, 1-2 Days ISS	BCM, LDT, LOP, PCN, RGU, RTI, 1 Day OSS	DIS, LOP, PCN, RTI, 1-2 Days OSS	ALT, LOP, PCN, 1-3 Days OSS
HA	Harassment, Non-SESIR	CAW, LOP, TMO	LOP, PWR, RGU, 1 Day ISS	BCM, LOP, PCN, RGU, RTI, 1-2 Days ISS	DIS, LOP, PCN, RTI, 1 Day OSS	ALT, LOP, PCN, 1-2 Days OSS
LC	Leaving Campus Without Authorization	CAW, LDT, LOP, TMO	LDT, LOP, PCN, RTI, TMO, 1 Day ISS	LDT, LOP, PCN, RTI, TMO, 1-2 Days ISS	DIS, LDT, LOP, PCN, RTI, 1-3 Days ISS	ALT, LOP, PCN, 1 Day OSS
***TBC**	SESIR Tobacco Possession or Use	CFS, ~~FIN~~, PWR, RLW, TMO, 1 Day ISS	CFS, PCN, RLW, RTI, 1-2 Days ISS, 1 Day OSS	CFS, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	ALT, CFS, PCN, RLW, Contact DCF	-
TF	Theft / Larceny (Under $750)	CAW, LOA, LOP, RES, RLW, TMO	LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, LOP, PCN, RES, RLW, 1-3 Days OSS
VN	Vandalism (Under $1,000)	CAW, CUP, LOA, LOP, RES, RLW, TMO	CUP, LDT, LOA, LOP, PWR, RES, RGU, RLW, 1 Day ISS	CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days ISS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-2 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 1-3 Days OSS
LEVEL 3 OFFENSES						
AG	Aggression, Physical	CAW, CFR, LOA, LOP PMD, 1 Day ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days ISS. 1-2 Days OSS	LDT, LOP, PCN, PMD, RGU, RTI, 1-3 Days OSS,	DIS, LOP, PCN, RTI, 1-4 Days OSS,	ALT, LOP, PCN, ALT, 2-5 Days OSS
***ALC**	SESIR Alcohol Possession, Use, or Distribution	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT (automatic), LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
***BUL**	SESIR Bullying	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1-2 Days OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS	ALT, LOP, 2-4 Days OSS
CS	Contraband, Sale	CFS, LOP, PWR, 1-2 Days ISS, 1 Day OSS	CFS, LOP, PNC, RGU, RTI, 1 Day OSS	BCM, CFS, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, CFS, DIS, LOP, PCN, RTI, 1 Day OSS	ALT, CFS, DIS, LOP, PCN, RTI, 1-2 Days OSS
DV	Dating Violence or Abuse	CFR, LOP, RLW, 1-2 Days ISS, 1 Day OSS	BCM, CFR, LOP, PCN RLW, RTI, 1 Day OSS	CFR, DIS, LOP, PCN, RLW, RTI, 1-2 Days OSS	ALT, CFR, LOP, RLW, 1-3 Days) OSS	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*DRU	SESIR Drug Possession or Use	LOP, PCN, RLW, 3-5 Days OSS (Use SAFE)	ALT LOP, PCN, RLW, 3-5 Days OSS, Contact DCF	-	-	-
FT	Fighting, Non-SESIR	CFR, LDT, LOA, LOP, PMD, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOA, LOP, PMD, PWR, RGU, 1-2 Days OSS	DIS, LDT, LOP, PCN, RTI, 1-3 Days OSS	ALT, DIS, LOP, PCN, RTI, 1-4 Days OSS	-
GN	Gang-Related Activity	CFR, LOP, PCN, RLW, 1-2 Days OSS	BCM, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS. Contact DCF	-	-
*HAR	SESIR Harassment	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*HAZ	SESIR Hazing	CFR, LOA, LOP, 1-2 Days ISS, 1 Day OSS	CFR, LDT, LOP, RGU,1 Day OSS	BCM, DIS, LDT, LOP, PCN, RTI, 1-2 Days OSS	ALT, BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
OS	Other Serious Misconduct	LDT, LOP, PWR, 1-2 Days ISS, 1 Day OSS	LDT, LOP, PCN, PWR, RGU, 1-2 Days OSS	BCM, DIS, LOP, PCN, RTI, 1-3 Days OSS	BCM, DIS, LOP, PCN, RTI, 2-3 Days OSS,	ALT, LOP, PCN, 2-4 Days OSS
*STL	SESIR Theft/Larceny ($750 or More)	LDT, LOA, LOP, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	BCM, LOP, PCN, RES, RGU, RLW, RTI, 1-2 Days OSS	BCM, LOP, PCN, RES, RLW, RTI, 1-3 Days OSS	DIS, LOP, PCN, RES, RTI, RLW, 1-4 Days OSS	ALT, LOP, PCN, RES, RLW, 2-5 Days OSS
SX	Sexting	LDT, LOP, PWR, RLW, 1 Day ISS, 1 Day OSS	LDT, LOP, PCN, RGU, RLW, 1 Day OSS	BCM, LDT, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT, LOP, 2-4 Days OSS, Contact DCF
*SXH	SESIR Sexual Harassment	CFR, LOA, LOP, PWR, RGU, RLW, 1 Day ISS, 1 Day OSS	CFR, LOP, PCN, RLW, RTI, 1 Day OSS, Contact DCF	BCM, CFR, LOP, PCN, RLW, RTI, 1-2 Days OSS, Contact DCF	CFR, DIS, LOP, PCN, RLW, 1-3 Days OSS	ALT, LOP, 2-4 Days OSS
*SXO	SESIR Sexual Other	CFR, LOP, PCN, RLW, 1-2 Days OSS, Contact DCF	BCM, CFR, DIS, LOP, PCN, RLW, RTI, 1-3 Days OSS, Contact DCF	ALT (automatic), LOP, PCN, RLW 2-4 Days OSS, Contact DCF	-	-
*TRS	SESIR Trespassing	LOP, PWR, RLW, 1 Day ISS	LOP, PCN, RLW, 1 Day OSS	BCM, LOP, PCN, RLW,	DIS, LOP, PCN, RLW,	ALT, LOP, RLW, 2-4 Days OSS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
				RTI, 1-2 Days OSS	RTI, 1-3 Days OSS	
*VAN	SESIR Vandalism	CUP, LOA, LDT, LOP, PCN, PWR, RES, RLW, 1 Day ISS, 1 Day OSS	CUP, LDT, LOP, PCN, RES, RGU, RLW, 1-2 Days ISS	BCM, CUP, LDT, LOP, PCN, RES, RLW, RTI, 1-2 Days OSS	CUP, DIS, LDT, LOP, PCN, RES, RTI, RLW, 1-3 Days OSS	ALT, CUP, LOP, PCN, RES, RLW, 2-4 Days OSS
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	ALT, PCN, LOP, RLW, 2-4 Days OSS	ALT, PCN, RLW, 4-6 Days OSS	-	-	-
*BAT	SESIR Battery	ALT, CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DOC	SESIR Disruption on Campus	ALT, LOP, PCN, RLW, 2-4 Days OSS	ALT, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*DRD	SESIR Drug Distribution	ALT, PCN, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
FA	False Accusation	ALT, LOA, LOP, PCN, 2-4 Days OSS	ALT, DIS, LOA, LOP, PCN, RTI, 4-6 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*FIT	SESIR Fighting	CFR, LOP, PCN, 1-3 Days OSS	CFR, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, PCN, 5-10 Days OSS	-	-
*OMC	SESIR Other Major	CFS, LOP, PCN, 1-3 Days OSS	ALT, CFS, DIS, LOP, PCN, RTI, 3-5 Days OSS	ALT, CFS, PCN, 5-10 Days OSS	-	-
*PHA	SESIR Physical Attack	CFR, LOP, PCN, RLW, 2-4 Days OSS	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 4-6 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-
*ROB	SESIR Robbery	ALT, CFR, DIS, LOP, PCN, RLW, RTI, 3-5 Days OSS	ALT, PCN, RLW, 5-10 Days OSS	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
*SXA	SESIR Sexual Assault	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	ALT, RLW, 5-10 Days OSS, Contact DCF	-	-	-
*SXB	SESIR Sexual Battery	ALT, LOP, RLW, 5-10 Days OSS, Contact DCF	-	-	-	-
*TRE	SESIR Threat	CFR, LOP, PWR, PCN, RLW, RTI, 1-3 Days OSS, Conduct Threat Assessment	ALT, CFR, DIS, LOP, PCN, RTI, RLW, 3-5 Days OSS, Conduct Threat Assessment	ALT, PCN, RLW, 5-10 Days OSS, Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	CFS, LOP, PWR, RGU, RLW, 1-3 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, RTI, 3-5 Days OSS Consider Threat Assessment	ALT, CFS, DIS, LOP, PNC, 5-10 Days OSS Consider Threat Assessment	-	-
*WPO	SESIR Weapon Possession or Use	ALT, CFS, PNC, 5-10 Days OSS, Conduct Threat Assessment	-	-	-	-

SDMC MIDDLE SCHOOL MATRIX FOR GRADES 6-8

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	ASD, BSD, or LDT	ASD, BSD, or LDT, AWD, EXS	1 Day ISS, TMO, LOP, BCM, RTI	1-2 Days ISS, LOP, PCN, RTI	2-3 Days ISS, LOP, RTI
DB	Disruptive Behavior	ASD, BSD, or LDT	ASD, BSD, or LDT, EXS	1 Day ISS, TMO, LOP, BCM, RTI	1-2 Days ISS, or 1 Day OSS LOP, BCM, RTI	2-3 Days ISS, or 1-3 Days OSS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT, RTI	LOP (30 Days), RTI	1 Day ISS, LOP, PCN
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, LOA, TMO	1-2 Days ISS, LOP, PWR, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
HP	Horseplay	ASD, BSD, or LDT	EXS	1-3 Days ISS, TMO, RTI	1-2 Days OSS, LOP, BCM	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-3 Days ISS, LOP	1 Day OSS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP, RTI	1-2 Days ISS, 1 Day OSS, LOP, BCM, RTI	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS, LOP	1-2 Days ISS, PCN, LOP	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	ASD, BSD, or LDT, AWD	EXS, LOP, TMO, RTI	1 Day ISS, TMO, EXS, LOP, RTI	1-3 Days ISS, EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	ASD, BSD, or LDT, CFS	EXS, 1 Day ISS, TMO, CFS, RTI	1-3 Days ISS, CFS, LOP, PCN, RTI	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, RTI, BCM,	3-4 Days OSS, LOP, RTI, PCN	4-5 Days OSS, LOP, PCN, ALT
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT, LOP	Zero, EXS, LOP	Zero, 1 Day ISS, TMO, LOP	Zero, 1-3 Days ISS, LOP, PCN	Zero, 1-2 Days OSS, LOP
CO	Contraband, Possession	1-2 Days ISS, TMO, 1 Day OSS, CFS	2-3 Days ISS, 1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS, RTI	3-4 Days OSS, CFS LOP, PCN, RTI	4-5 Days OSS,CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2 Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN, RTI	4 Days OSS, LOP, CFS, FIN, RLW, PCN, RTI	5 Days OSS, LOP, CFS, FIN, RLW, PCN
EN	Endangerment	1-2 Days ISS, ~~1 Day OSS~~	1-2 Days OSS, LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS,	2-3 Days ISS, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN, DIS

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
		TMO, 1 Day OSS				
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, DIS, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, EXS, ASD, LDT, BSD	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
***TBC**	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, PCN, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES, AWD, CMS, LOP, RLW, DIS, RTI	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
LEVEL 3 OFFENSES						
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT, RTI	6-7 Days OSS, LOP, ALT
***ALC**	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
***BUL**	SESIR Bullying	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-2 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT	-
DV	Dating Violence or Abuse	1-2 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
***DRU**	SESIR Drug Possession or Use	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (auto), RLW	-	-	-
FT	Fighting, Non-SESIR	1-5 Days OSS*, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN, RTI	5-10 Days OSS, ALT (auto)	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
***HAR**	SESIR Harassment	1-2 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
***HAZ**	SESIR Hazing	1-2 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT, RTI	-
***STL**	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP, RTI	4-5 Days OSS, RLW, RES, LOP, PCN	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-4 Days OSS, RLW, LOP	4-5 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS, ALT	6-7 Days OSS, RLW, LOP, ALT
***SXH**	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
***SXO**	SESIR Sexual Other	1-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***TRS**	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
***VAN**	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS, RTI	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
***ARS**	SESIR Arson	3-10 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
***BAT**	SESIR Battery	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-
***DOC**	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
***DRD**	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
***FIT**	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT	-	-
***OMC**	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
***PHA**	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
***ROB**	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
***SXA**	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
***SXB**	SESIR Sexual Battery	5-10 Days OSS, RLW, ALT	-	-	-	-
***TRE**	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
***WPO**	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

SDMC HIGH SCHOOL MATRIX FOR GRADES 9-12

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
LEVEL 1 OFFENSES						
AT	Attendance Violation	LDT	ASD, BSD,	AWD, EXS, 1 Day ISS, TMO, RTI	AWD, EXS, 1-2 Days ISS, LOP, BCM,	2-3 Days ISS, BCM, LOP, PCN
DB	Disruptive Behavior	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO, RTI	1-2 Days ISS, LOP, BCM, RTI	2-3 Days ISS, BCM, LOP, PCN,
DC	Dress Code Violation	CAW	LOP (5 Days), PCN	LDT, RTI	LOP (30 Days), RTI	1 Day ISS, LOP, PCN

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
DO	Disrespect Towards Others	ASD, BSD, or LDT, LOA	EXS, 1Day ISS, TMO, LOA	1-2 Days ISS, TMO, LOP, PWR, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI
FS	Failure to Serve Consequence	EXS, 1 Day ISS, or AWD	1-2 Days ISS, AWD, or 1 Day OSS	2-3 Days ISS, 1-2 Days OSS, LOP	3-4 Days ISS, 2-3 Days OSS, LOP, PCN	4-5 Days ISS, 3-4 Days OSS, LOP
HP	Horseplay	ASD, BSD, or LDT	EXS, TMO	1 Day ISS, TMO, RTI	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS BCM, LOP, PCN, RTI
ID	Identification Infraction	CAW	ASD, BSD, or LDT	1 Day ISS, TMO	1-2 Days ISS, LOP	2-3 Days ISS, LOP, PCN
IN	Inappropriate Behavior (Minor)	ASD, BSD, or LDT, AWD (if (appropriate)	EXS, AWD, 1 Day ISS, TMO	1 Day ISS, TMO, AWD, LOP, RTI	1-2 Days ISS, 1 Day OSS, LOP, BCM	2-3 Days ISS, 1-2 Days OSS, LOP, PCN, RTI
MV	Medication Policy Violation	CAW	ASD, BSD, or LDT	EXS	1-2 Days ISS, PCN	1-2 Days OSS, LOP, BCM
TA	Tardies, Habitual	CAW	LDT	ASD, BSD, or LDT, RTI	EXS, LOP, RTI	EXS, LOP, PCN
TE	Technology – Inappropriate or Unauthorized Use	CAW	LDT, CFS	ASD, BSD, or LDT, CFS, TMO, RTI	1-3 Days ISS, TMO, CFS, LOP, PCN	1-2 Days OSS, EXC, CFS, LOP, PCN
	LEVEL 2 OFFENSES					
AN	Aggression, Non-Physical	1-2 Days ISS, TMO, 1 Day OSS	1-3 Days ISS, TMO, 1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, RTI
BL	Bullying, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS, CFR	1-2 Days ISS, 1-2 Days OSS, CFR, LOP, BCM	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
CH	Cheating	Zero, ASD, BSD, or LDT	Zero, EXS	Zero, 1 Day ISS, LOP	Zero, 1-2 Days ISS, LOP, PCN	Zero, 1-2 Days OSS
CO	Contraband, Possession	1-2 Days ISS, 1-2 Days OSS, CFS	1-2 Days OSS, LOP, CFS	2-3 Days OSS, LOP, BCM, CFS, RTI	3-4 Days OSS, CFS LOP, PCN, RTI	4-5 Days OSS,CFS, LOP, RTI
DF	Defiance	1-2 Days ISS, TMO	2-3 Days ISS, TMO, LOP, 1 Day OSS	1-2 Days OSS, LOP, BCM, RTI	2-3 Days OSS, LOP, PCN, RTI	3-5 Days OSS, LOP, DIS, ALT
DA	Disrespect towards Staff or Authority	1-2 Days ISS, TMO	2-3 Days ISS, TMO, 1-2, Days OSS LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, DIS, RTI	4-5 Days OSS, LOP, ALT
EC	Electronic Cigarette Possession	2 Days ISS, 1Day OSS, DIS, CFS, FIN, RLW	2 Days OSS, CFS, FIN, RLW	3-4 Days OSS, CFS, LOP, FIN, RLW, PCN, RTI	4 Days OSS, LOP, CFS, FIN, RLW, PCN, RTI	5 Days OSS, LOP, CFS, FIN, RLW, PCN

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
EN	Endangerment	1-2 Days ISS, ~~1 Day OSS~~	1 Day OSS, LOP	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, PCN, RTI	4-5 Days OSS, LOP, DIS, ALT
IN	Inappropriate Behavior (Major)	EXS, AWD (if (appropriate), 1-2 Days ISS, TMO, 1 Day OSS	2-3 Days ISS, TMO, 1-2 Days OSS	2-3 Days OSS, LOP, BCM, RTI	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, RTI, PCN
HA	Harassment, Non-SESIR	1-2 Days ISS, TMO, 1 Day OSS	1-2 Days OSS, LOP, CFR	2-3 Days OSS, LOP, BCM, PCN, RTI	3-4 Days OSS, LOP, DIS, PCN,	4-5 Days OSS, LOP, ALT
LC	Leaving Campus Without Authorization	1-2 Days ISS, TMO, EXS	2-3 Days ISS, TMO, LOP	1-2 Days OSS, LOP, RTI	2-3 Days OSS, LOP, DIS, PCN, RTI	4-5 Days OSS, LOP, ALT
***TBC**	SESIR Tobacco Possession or Use	1-2 Days ISS, TMO, CFS, FIN, RLW	1-2 Days OSS, CFS, DIS, FIN, RLW	2-3 Days OSS, CFS, DIS, FIN, RLW, RTI	3-4 Days OSS, LOP, CFS, FIN, RLW, PCN	4-5 Days OSS, LOP, CFS, FIN, RLW, PCN
TF	Theft / Larceny (Under $750)	1-2 Days ISS, TMO, 1 Day OSS, RLW, RES	1-2 Days OSS, RLW, RES, LOP	2-3 Days OSS, RLW, RES, LOP, PCN, RTI	3-4 Days OSS, RLW, RES, LOP, RTI, BCM	4-5 Days OSS, RLW, RES, LOP, ALT
VN	Vandalism (Under $1,000)	1-2 Days ISS, TMO, 1 Day OSS, RES, AWD	1-2 Days OSS, RES, AWD, CMS, LOP, RLW, PCN	2-3 Days OSS, RES, AWD, CMS, LOP, RLW, PCN, RTI	3-4 Days OSS, RES AWD, CMS, LOP, RLW, DIS	4-5 Days OSS, RES, CMS, RLW, LOP, ALT
LEVEL 3 OFFENSES						
AG	Aggression, Physical	1-3 Days ISS 1-2 Days OSS, LOP, CFR	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, PCN, RTI	5-6 Days OSS, LOP, DIS, ALT	6-7 Days OSS, LOP, ALT
***ALC**	SESIR Alcohol Possession, Use, or Distribution	5-10 Days OSS (Use SAFE), PCN, RLW	5-10 Days OSS, ALT (automatic), RLW	-	-	-
***BUL**	SESIR Bullying	1-3 Days OSS, LOP	3-4 Days OSS, LOP, BCM, RTI	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW, ALT	5-6 Days OSS, LOP, RLW, ALT	-
CS	Contraband, Sale	1-3 Days OSS, LOP, CFS	2-4 Days OSS, LOP, CFS	4-5 Days OSS, LOP, CFS, RLW, DIS, PCN, RTI	5-6 Days OSS,CFS, RLW LOP, ALT, RTI	-
DV	Dating Violence or Abuse	1-3 Days OSS, LOP, RLW	2-4 Days OSS, LOP, RLW, DIS, PCN	4-5 Days OSS, LOP, RLW, DIS, PCN, RTI	5-6 Days OSS, RLW, LOP, ALT	-
***DRU**		5-10 Days OSS (Use	5-10 Days OSS, ALT (auto), RLW	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
	SESIR Drug Possession or Use	SAFE), PCN, RLW				
FT	Fighting, Non-SESIR	1-5 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT (auto)	-	-
GN	Gang-Related Activity	1-5 Days OSS, PCN, RLW	5-10 Days OSS, RLW, ALT (auto)	-	-	-
*HAR	SESIR Harassment	1-3 Days OSS, LOP	2-4 Days OSS, LOP, BCM	4-5 Days OSS, LOP, DIS, PCN, RTI, RLW	5-6 Days OSS, LOP, RLW, ALT	-
*HAZ	SESIR Hazing	1-3 Days OSS, LOP	2-4 Days OSS, LOP, PCN	4-5 Days OSS, LOP, DIS, RTI	5-6 Days OSS, LOP, ALT	-
OS	Other Serious Misconduct	1-3 Days OSS, LOP	3-5 Days OSS, LOP, BCM, PCN	5-6 Days OSS, LOP, DIS, RTI, ALT	6-7 Days OSS, LOP, ALT	-
*STL	SESIR Theft/Larceny ($750 or More)	1-3 Days OSS, RLW, RES	3-4 Days OSS, RLW, RES, LOP	4-5 Days OSS, RLW, RES, LOP, PCN, RTI	5-6 Days OSS, RLW, RES, LOP, RTI, ALT	-
SX	Sexting	1-2 Days ISS, 1-2 Days OSS, RLW	2-3 Days OSS, RLW, LOP	3-4 Days OSS, RLW, LOP, BCM, PCN, RTI	5-6 Days OSS, RLW, LOP, DIS	6-7 Days OSS, RLW, LOP, ALT
*SXH	SESIR Sexual Harassment	1-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, RTI, DIS	5-10 Days OSS, RLW, ALT	-	-
*SXO	SESIR Sexual Other	1-5 Days OSS, DIS, RLW, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-
*TRS	SESIR Trespassing	1 Day ISS, 1 Day OSS, RLW	1-2 Days OSS, RLW, LOP	2-3 Days OSS, RLW, LOP, PCN	3-4 Days OSS, RLW, LOP, ALT, DIS	4-5 Days OSS, RLW, LOP, ALT
*VAN	SESIR Vandalism	1-5 Days OSS, RES, RLW, AWD	3-7 Days OSS, RES, AWD, DIS	5-10 Days OSS, RES, RLW, ALT	-	-
LEVEL 4 OFFENSES						
*ARS	SESIR Arson	3-5 Days OSS, RLW, PCN, ALT	5-10 Days OSS, RLW, PCN, ALT	-	-	-

Incident Code	Offense Type	1st Offense	2nd Offense	3rd Offense	4th Offense	Subsequent Offenses
***BAT**	SESIR Battery	3-10 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT	-	-
***DOC**	SESIR Disruption on Campus	3-5 Days OSS, RLW, ALT	5-10 Days OSS, RLW, DIS, PCN, RTI, ALT	5-10 Days OSS, RLW, ALT	-	-
***DRD**	SESIR Drug Distribution	5-10 Days OSS, ALT (auto), RLW	-	-	-	-
FA	False Accusation	3-5 Days OSS, PCN, ALT	5-10 Days OSS, ALT	-	-	-
***FIT**	SESIR Fighting	3-7 Days OSS, CFR	5-10 Days OSS, CFR, BCM, DIS, PCN	5-10 Days OSS, ALT		
***OMC**	SESIR Other Major	3-5 Days OSS, ALT, RLW	5-10 Days OSS, ALT, RLW	-	-	-
***PHA**	SESIR Physical Attack	3-5 Days OSS, RLW	5-10 Days OSS, RLW, PCN, DIS, ALT	5-10 Days OSS, RLW, ALT		
***ROB**	SESIR Robbery	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
***SXA**	SESIR Sexual Assault	5-10 Days OSS, RLW, ALT	5-10 Days OSS, RLW, ALT	-	-	-
***SXB**	SESIR Sexual Battery	5-10 OSS, RLW, ALT	-	-	-	-
***TRE**	SESIR Threat	3-7 Days OSS, RLW, Conduct Threat Assessment	5-10 Days OSS, RLW, PCN, RTI, DIS, ALT Conduct Threat Assessment	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-
WC	Weapon-Like Contraband	3-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	5-10 Days OSS, RLW, ALT, DIS Consider Threat Assessment	-	-	-
***WPO**	SESIR Weapon Possession or Use	5-10 Days OSS, RLW, ALT Conduct Threat Assessment	-	-	-	-

DISCIPLINE FOR STUDENTS WITH DISABILITIES (SECTION 504 AND IDEA)

If you are an IDEA or Section 504 eligible student and have an Individualized Education Plan (IEP) or Section 504 Plan, you are expected to comply with the District Code of Student Conduct

and school rules just like any other student. If you violate the District Code of Student Conduct or school rules, you are subject to discipline just like any other student. There are, however, some special rules dealing with suspensions, assignments to alternative programs, and expulsions.

Q. How are In-School Suspensions handled?

A. If a student with a disability receives an in-school suspension, the student's IEP or Section 504 Plan will continue to be in force. An in-school suspension is not considered an out-of-school suspension if the IEP or Section 504 Plan is followed.

Q. Can a student with a disability receive an out-of-school suspension?

A. Yes. A student with a disability may be suspended from school just like any other student and will not receive any educational services during the suspension.

Q. Can a principal use other forms of discipline with a student who has a disability?

A. Yes. A principal or designee may use any other form of in-school discipline when dealing with a student with a disability who has violated the District Code of Student Conduct or a school rule, provided that non-disabled students are disciplined the same way. Such discipline actions may include detentions, in-school suspension, extra school, Saturday school, or exclusion from extracurricular activities or field trips.

Q. What happens when a student with a disability reaches ten days of Out-of-School Suspension?

A. School personnel familiar with the student and the student's IEP or Section 504 Plan will meet with the parents as a team. For both IDEA and Section 504 eligible students, this team will determine if the student's disability is causing the misconduct (Manifestation Determination) and whether changes to the IEP or Section 504 Plan are necessary. For the IDEA eligible student, this team will also ensure a current Functional Behavioral Assessment (FBA) and a Behavior Intervention Plan (BIP) are in place, or recommend changes to either document.

Q. Can a student with a disability be reassigned to another school?

A. Yes. A student with a disability may be reassigned to another school, provided certain conditions are met. Students with disabilities may be reassigned to an alternative program for persistent disruptive behavior, only if that behavior is determined to not be substantially related to or caused by their disability and a current FBA and BIP are in place. Students may be also reassigned to an alternative program for behavior which represents a concern for the safety of other students or staff or the orderly operation of a school. If committed on campus, these acts must also not be substantially related to or caused by the student's disability.

Q. If a student with a disability has a weapon, illegal drugs or causes serious bodily injury to someone, what disciplinary actions may be taken?

A. When a student with a disability commits one of these infractions at school or at a school-related function, that student may be subject to the same administrative action and for the same length of time as a non-disabled peer - provided the behavior is determined to <u>not</u> be a manifestation of their disability. Even if the behavior is determined to be a manifestation of the student's behavior, he or she may be removed to an interim alternative educational setting for not more than forty-five (45) school days. Such

placement does not require parent consent.

Q. Who determines the interim alternative educational setting (IAES)?

A. The IAES will be determined by the IEP or Section 504 Plan team.

Q. May a student with a disability be expelled?

A. Yes, but only if services are provided by the district.

Q. May a student with a disability be suspended from the bus?

A. Yes. Students with disabilities may be suspended from the bus just as any other student. Responsibility for transporting the student to school would then fall to the parent. However, any days missed during the bus suspension will be counted as an Out-of-School Suspension, unless the parent excuses or documents the absence.

Q. If transportation is a related service identified on the IEP or Section 504 Plan, may a student with a disability be suspended from the bus?

A. Yes. If transportation is a related service identified on the student's IEP or Section 504 Plan, and suspension or expulsion from the bus is recommended, then the bus suspension will be counted as an Out-of-School Suspension if the student is not in attendance.

Q. May a parent or guardian record an IEP meeting?

A. Yes. A parent, authorized representative of a parent, or IEP team member is permitted to record the meeting. He or she must use his or her own recording device and the District will obtain its own recording of the meeting. The District is under no obligation to provide the parent with a transcription of the recording the District obtains on its own equipment. If the District audio records an IEP Team meeting, the resulting recording shall become a part of the student's educational record and will be maintained in accordance with State and Federal law.

ENGLISH LANGUAGE LEARNERS

English Language Learners (ELLs) are not to be subjected to disciplinary action exclusively because of their use of a language other than English. However, all School District of Manatee County students, regardless of their ability to speak English, are governed by the Code of Student Conduct.

CONDUCT ON SCHOOL BUSES

The School Board believes you and your fellow students, as well as the bus driver, should be able to ride safely on school buses. In addition to any bus-specific consequences, you may be disciplined for any action on the bus in the same manner as if the conduct had happened at school. You are also subject to disciplinary action while at the bus stop, if your behavior has a harmful effect on the health, safety, or welfare of any member of the school community. You should assume that you are being recorded any time you are riding a school bus.

Parent Responsibility

Your parents are responsible for your behavior at the bus stop prior to the arrival of the bus in the morning and after the departure of the bus at the end of the day. However, if you are at the bus stop and violate school rules, the school can still discipline you for your behavior if it has a harmful effect on the health, safety, or welfare of any member of the school community. Students are to be on time and stand off the roadway.

Damage to Bus
If you cause any damage to the bus or another vehicle, your parent will be required to pay for the damage.

Waiting for the Bus
Wait for the bus to come to a complete stop before you approach the bus. To cross in front of the bus, wait for the driver to signal you.

Items Not Allowed on a Bus

a. Any item prohibited elsewhere in the District Code of Student Conduct
b. Glass containers of any kind
c. Balls
d. Bats
e. Cologne/perfume
f. Cutting instruments of any kind
g. Any large or bulky item that interferes with proper seating of students (examples: large musical instruments or athletic equipment)
h. Any animal
i. Batons, drumsticks, tennis rackets (unless in proper carrying case)
j. Aerosol sprays may be possessed but use on buses or enclosed areas is expressly prohibited

Rules While on the Bus
The bus driver is in charge and you must obey the driver at all times. You must tell the bus driver your correct name when asked. The bus driver and school will keep a seating chart. You must be on time; the bus cannot wait for you if you are tardy. YOU MAY NOT RIDE ANY BUS OTHER THAN YOUR ASSIGNED BUS. You can be disciplined if you do not follow all district and school rules and the following special rules: a. Sit in your assigned seat and use the seat belt if available.
b. Stay seated at all times while the bus is in motion. c. Do not place any part of your body outside the bus windows. d. Do not distract the driver with loud conversation or noises. e. Observe appropriate classroom conduct. f. Do not eat or drink on the bus. g. Maintain absolute silence at railroad crossings. h. Do not throw any items on the bus or out of the bus windows. i. Do not mark, cut or damage bus seats or the bus itself. j. Do not display signs from the bus. k. Do not use obscene language or gestures. l. Cell phones are to be turned off.

Discipline If You Do Not Follow the Bus Rules

a. If you commit minor infractions, the school bus driver has the authority to address your behavior. If you cause repeated problems on the bus, the bus driver will give the school a written discipline referral for what you did. School administrators can take any action contained in this Code against you for misbehaving at a bus stop or on a bus.
b. Discipline on school buses will be dealt with according to the following protocols; however, severe infractions (for example, fighting, setting a fire on the bus) may result in immediate suspension or recommendation for expulsion based on the recommendation of the principal or designee.

Elementary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student assigned to front of the bus for one week and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student assigned to front of the bus for two weeks and closely monitored.

6th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in recommendation for removal from the bus for the remainder of the year.

Secondary Bus Discipline Protocol

1st Offense: Operator - student conference and parent contacted by Courtesy Notice prepared by Operator. Student re-assigned to the front of the bus for one week and closely monitored.

2nd Offense: Referral submitted, with recommended bus suspension up to 1 day. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

3rd Offense: Referral submitted, with recommended bus suspension up to 3 days. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

4th Offense: Referral submitted, with recommended bus suspension up to 5 days. Conference with parent, student, school administrator and Transportation Staff. Upon return to bus, student re-assigned to front of the bus for two weeks and closely monitored.

5th Offense: Referral submitted, with recommended bus suspension up to 10 days. Letter from school to parent stating next referral may result in removal from the bus for the remainder of the year.

c. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school. Bus suspensions may not be extended beyond the number of days originally prescribed by the principal or designee.
d. You can be removed from the school bus by the Superintendent or his designee for up to one calendar year for misconduct or a violation of the bus rules on a school bus or at a bus stop, based upon the recommendation of the principal and after the principal has suspended you from riding the bus for 10 days for an incident. Before the Superintendent or designee removes you from the bus, you and your parents will be informed in writing of the Principal's recommendation and the basis for that recommendation. The Superintendent or designee will inform you and your parents in writing of any removal from the bus.
e. Even if you transfer to a new school, you will be held responsible for any previous incidents of bus misconduct from your previous school.

SCHOOL DRESS CODE

The dress and grooming of District students shall be neat and clean, promoting a safe and positive educational environment. Apparel that disrupts educational activities and processes of the school may result in the removal of the student from the regular learning environment until acceptable apparel can be secured for the student. Failure to comply with the dress code may result in disciplinary consequences outlined in state statute and the district discipline matrix.

Pursuant to F.S. 1006.07, wearing clothing that exposes underwear or body parts in an indecent or vulgar manner or that disrupts the learning environment will have the following specific consequences. In addition to these consequences, the violation shall be corrected before the student is allowed back in the regular school environment:

a. For a first offense, a student shall be given a verbal warning and the school principal (or designee) shall call the student's parent or guardian.

b. For a second offense, the student may be ineligible to participate in any extracurricular activity for a period of time not to exceed 5 days and the school principal (or designee) shall meet with the student's parent or guardian.

c. For a third offense, the student will have lunch detention in a supervised area, not the cafeteria.

d. For a fourth offense, the student may be ineligible to participate in any extracurricular activity for a period not to exceed 30 days.

e. For a Fifth and subsequent offense, a student may receive an In-School Suspension pursuant to F.S. 1003.01(5) for a period not to exceed one (1) day and may be subject to any of the interventions listed above.

Requirements for student dress in all schools are listed below:

a. All shirts and blouses must cover the midriff, back, sides, and all undergarments including bra straps at all times. All shirts, tops, and dresses shall have sleeves and cover the shoulders.

b. Shorts, skirts, divided skirts, dresses, and culottes are allowed. They must be mid-thigh length or longer.

c. All trousers, pants, or shorts must completely cover undergarments, including boxer shorts.

d. All clothing, jewelry, or tattoos shall be free of the following: profanity; violent images, wording or suggestion; sexually suggestive phrases or images; gang-related symbols; alcohol, tobacco, drugs, or advertisements for such products.

e. Safe and appropriate footwear must be worn. Inappropriate footwear includes, but is not limited to, roller skates, skate shoes, and bedroom slippers.

Further Clarification/other requirements:

a. Form-fitting leotard/spandex type clothing is not allowed unless proper outer garments cover to mid-thigh length or longer.

b. See-through or mesh fabric clothing may only be worn over clothing meeting requirements.

c. Clothing must be appropriate in size, with the waist of the garment worn at the student's waist.

d. Clothing and footwear traditionally designed as undergarments or sleepwear shall not be worn as outer garments.

e. Sunglasses may not be worn inside unless a parent provides a doctor's note to the school. Field trips are exceptions.

f. Bandanas or sweatbands are not allowed to be visible on school grounds during regular school hours.

g. Hats or other head coverings may be worn during outside P.E. activities and may not be worn during any portion of the regular school day without the expressed permission of the principal.

h. If the school has a mandatory school uniform policy, the student must adhere to those requirements.

SCHOOL UNIFORMS POLICY

Manatee County elementary or secondary schools may implement a mandatory uniform policy, governing students enrolled at the school only if all conditions set forth in the following procedures are met:

Initiation

a. A favorable vote of at least 67 percent or more by the School Advisory Council (SAC) must occur to support mandatory use of uniforms for students.

b. The school or SAC conducts a survey of parents of all students in that school and at least 51 percent of the families completing the survey must indicate that they are in favor of establishing such a program. Ballots must be received from a majority of eligible families. Parents are to be surveyed every three years at any school implementing a uniform program.

c. The school must establish a uniform committee that adequately represents all segments of the school community. The uniform committee must follow guidelines promulgated by the Superintendent for selection of uniforms.

d. The school-selected uniforms must comply in all respects with the other provisions of the district rules concerning appropriate attire.

e. The uniforms selected may not be characterized as gender-specific (both boys and girls may wear slacks).

f. The school must make provisions for those students who, by reason of financial hardship, cannot comply with the uniform and must notify the students' parents of these provisions.

Communication

Each school implementing a uniform policy must communicate to parents the following:

1. types and colors of uniform;
2. requirements for jackets or outer garments;
3. optional articles of attire, if any;
4. compliance measures to be employed;
5. the availability of financial support and the procedures for applying for assistance;
6. methods to facilitate recycling of uniforms within the school community; and
7. notice of uniform sales and lists of competitive prices from vendors of uniform articles.

The means by which this information is communicated shall include one or more of the following: school newsletters, parent forums, telephone hotline, PTA/PTO meetings and newsletters, school advisory council meetings, television, radio, newspaper announcements, posters displayed at school and in the community, and registration materials.

Compliance Measures

a. Each school shall develop incentives and positive reinforcement measures to encourage full compliance with the uniform policy. Each school should strive to achieve full compliance through use of incentives and positive reinforcement measures and should resort to disciplinary action only when positive measures fail to ensure compliance. In addition, schools shall communicate with parents so that expectations, rationale and benefits are fully understood by the student and the family.

b. If necessary, disciplinary action may be taken to encourage compliance with the policy. Since the intent of the policy is not to inhibit or prohibit any student who is not in uniform from receiving the education to which he or she is entitled, no student shall be suspended from class or from school, expelled from school, or receive a lowered academic grade as a result of not complying with the policy.

c. Prior to initiating any disciplinary action against a student not complying with the policy, a school administrator shall hold a conference with the parent or guardian to solicit cooperation and support.

d. Disciplinary action is initiated only after all other means to secure support and cooperation as mentioned above have not succeeded. A "progressive discipline" approach is to be employed by the school support staff so as to encourage full and consistent compliance with the least amount of disciplinary action.

e. In order to ensure a smooth transition to a uniform policy, and in order to ensure that incentives and positive reinforcement measures are employed before resorting to disciplinary action, no school implementing a uniform policy shall take disciplinary action for the first two months of implementation unless those not in compliance materially or substantially interfere with the requirements of appropriate discipline.

f. Exceptions to wearing the uniform are permitted when:

   1. Uniforms of a nationally recognized youth organization such as JROTC, Civil Air Patrol, or the Boy Scouts or Girl Scouts are worn on regular meeting days.

   2. A student wears a button, arm band, or other accoutrement to exercise the right to freedom of speech as guaranteed by the First Amendment, unless the button, arm band, or other accouterment signifies or is related to gangs, gang membership or gang activity.

   3. The wearing of a school uniform violates a student's sincerely held religious belief.

   4. A student's parent or guardian has secured an exemption from the uniform policy by following the procedures set forth below.

g. Parents or guardians are permitted to exempt their children from the uniform program by the following procedure:
   1. Parents should be notified of the exemption procedure.
   2. A request is made by mail or in person by the parent or guardian for an Application for Exemption from the Uniform Program ("Application"). The parent or guardian may obtain an Application at the student's school site.

3. The Application is completed in full and submitted to the school principal.
4. The school principal or other designated administrator meets with the parents to discuss the uniform policy and the nature of the objections to the policy. The purposes of this meeting include: (a) ensuring that the parents or guardians understand the reasons for, and goals of the uniform policy; (b) verifying the accuracy of the information on the Application; and (c) preventing fraud or misrepresentation.

SECTION VI PROCEDURES RELATING TO DISCIPLINARY ACTIONS

Each school and classroom in the school District of Manatee County is required to develop their own behavior plans, which support the unique needs of their students, families, and communities. Common disciplinary actions at each school may include, but not be limited to the following:

Loss of Privilege
For a specified period of time, you may lose a privilege on campus. These privileges include, but are not limited to, parking, use of technology, extracurricular activities, and assemblies.

Disciplinary Probation/ Check-in/Check-out
For a specified period of time, you are assigned to report frequently to a staff member who will assist in monitoring your adjustment to the school situation.

Detention/Extra School
You report to an assigned location at your school for a specified period of time before or after school for supervised study hall activities. Extra school is not intended to interfere with your regular class schedule.

Fine/Restitution
You may be given a written citation by the School Resource Officer and required to pay a fine if you are caught smoking or in possession of tobacco. You may be required to pay restitution for any damage you may have caused to School Board property.

Student Work Assignments
If your parent and a school administrator agree, the administrator can assign you to a work detail at the school. The principal will decide who will supervise your work.

Saturday School
You may be required to attend Saturday School if an administrator has contacted your parent at least twenty-four (24) hours in advance.

In-School Suspension
You may be assigned to a specific location at your school during the school day where you will be required to continue your regular academic coursework. This assignment may be for a single period (usually referred to as Time Out), all day, or for multiple days. Time Out may also be used in lieu of detentions, when transportation or other issues prevent their assignment.

Classroom Removal
Your teacher may require that you be removed from class if it has been documented that your behavior has seriously disrupted the teaching or learning in the classroom. If you are removed from a class, the principal may place you in another appropriate classroom, in-school suspension, an alternative education program, or the principal may recommend you for suspension or

expulsion. You cannot be returned to that teacher's classroom unless the teacher consents or a school-based placement review committee has determined that doing so is the best or only available alternative. A decision on whether to return you to the classroom must be made by the teacher or the committee within five days of the removal.

MAJOR DISCIPLINARY ACTIONS

In order to protect the rights of all students and staff, certain procedures are followed with regard to major disciplinary actions. These procedures are developed as suggested or required by law or regulation. School/classroom procedures for administering discipline in areas not covered by these specific procedures are encouraged.

School Bus Suspension

You can be denied the privilege of riding a school bus by the principal or designee for up to 10 school days. Suspension from the school bus may be imposed only by the principal or designee by following the procedures for suspension from school.

Out-of-School Suspension

You have the right to attend school and have an opportunity to learn. You may lose that right if you violate the District Code of Student Conduct or a school rule. You lose the right to attend school by being suspended or expelled. You can be suspended from school for up to ten (10) days at a time. If you are suspended you cannot be on school grounds or on any Manatee School District property, nor can you attend any school activities. You cannot be suspended for skipping class or school or for excessive tardiness. However, you may be suspended for failure to serve consequences assigned for skipping or tardiness. ~~When OSS is deemed appropriate, the district does offer an Alternative To Out of School Suspension (ATOSS) program that is housed at two different locations. You are responsible for transportation to ATOSS however, it does offer a structured and supervised environment where assignments may be communicated and submitted to your regular teachers.~~

OUT-OF-SCHOOL SUSPENSION Q & A

Q. Who can suspend you?

A. The principal or someone designated by the principal can suspend you.

Q. How long can you be suspended?

A. You can be suspended from school for one school day or up to ten (10) school days. School principals or designees may not impose suspensions of undefined lengths, pending a parent conference or other stipulations.

Q. What happens before a suspension?

A. When the principal or designee becomes aware that a student may have broken a rule in the District Code of Student Conduct or a school rule, he or she will investigate by talking to students, teachers or others who may know something about what happened. Even if you are not one of the students who may have broken the rule, the principal or designee may talk to you as part of the investigation. After talking to people who were involved or witnesses, the principal or designee will determine who he or she thinks broke a rule.

Q. What if the principal or designee determines you broke a rule?

A. As soon as possible, the principal or designee will talk to you and tell you that you are

accused of breaking a rule in the District Code of Student Conduct or a school rule. You also will be given written notification, such as a disciplinary referral, which tells you the same thing. You will be told why it is believed that you have broken the rule. After this happens, you should know what you are accused of doing and what evidence there is that supports the accusations.

Q. What happens next?

A. You will then have an opportunity to tell the principal or designee your side of the story. You can ask that he or she talk to someone you think may know something about what happened. You can give the principal or designee a written statement to read. After listening to you and reading anything you have provided, the principal or designee may talk to the people you named and anyone else who might have knowledge about the situation, as may be appropriate in the opinion of the principal or designee. After that, the principal or designee will decide if you have broken a rule in the District Code of Student Conduct or a school rule. If he or she decides you have broken a rule, the principal or designee will then determine whether you should be suspended from school, and if so, for how long. You will be told about this decision.

Q. Will my parents know?

A. Prior to the beginning of the suspension, the principal or designee will attempt to telephone your parents and let them know about the suspension. If your parents cannot be reached by telephone, then the principal or designee will record the dates and times contact was attempted. Also, within 24 hours of the decision, a letter will be mailed to your parents informing them of the suspension. If you or your parents claim you did not receive the letter, it will not change the suspension. You will be given another copy of the letter if you request one.

Q. Can you appeal a suspension?

A. You can request the principal reconsider the evidence and decision. However, the principal's decision to suspend a student is final.

Q. How do I make up my work while on suspension?

A. You are encouraged to remain current with all class assignments but are required to obtain your work. The following means are available: 1. Ask fellow students to obtain the class work for you. 2. Contact your teacher via email or phone. 3. Access teacher websites or weekly assignment sheets, if available.

All makeup work is due on the day of your return from suspension. In the case of in-class activities such as labs, tests, quizzes, class projects, etc., the teacher will determine a reasonable amount of time for assignments to be completed.

Disciplinary Reassignment

The School District of Manatee County offers an alternative program for students who struggle with behavioral issues in their current setting or create a concern for the safety of others. Pursuant to School Board policy, the Superintendent of Schools or designee may decide to reassign you, if it is determined to be in your best interest, or the best interest of the school. If your actions create a concern for the safety and welfare of any student or staff member or substantially interferes with the safe and orderly operation of a school, you are eligible for reassignment to an

alternative program under the School Safety reassignment process, regardless of any current or past patterns of behavior. These acts would normally involve

infractions such as battery on a school board employee, causing substantial injury or mental distress to others, threats to commit acts of violence, sexual misconduct, weapon or drug-related behaviors, or any variety of criminal acts committed on a school campus. Likewise, being charged with an off-campus criminal act by law enforcement, which creates a concern for the safety and welfare of students or staff, or which substantiates a pattern of unsafe behavior may result in a School Safety reassignment, per ss 1006.09, 1006.147, and 1006.13.

You may also be referred for a School Safety Reassignment to the alternative program for persistent behaviors which substantially disrupt the learning environment and are not mitigated through school-based interventions. Such behaviors may include interfering with instruction; the use of profane or offensive language or gestures; disrespect towards school staff; defiance of school staff; theft, destruction, or improper use of school equipment; possession of contraband or prohibited items; or continually being out of area. You may also be referred for reassignment for patterns of behavior which substantially interfere with the educational rights of other students. These behaviors may include acts such as bullying, harassment, extortion, threats, theft, fighting, or any conduct which is disruptive to the orderly educational process in the classroom.

If you are assigned to an alternative program for disciplinary reasons, you cannot be present on any other school grounds or on any Manatee School District property at any time. If you have been reassigned to an alternative program for disciplinary reasons, you may instead choose to attend another school outside the district. However, your academics, attendance, and behavior must be evaluated in a physical setting with peers in order to return to any Manatee County school. Virtual or purely online programs are not an acceptable alternative without specific review and authorization from the district office of Drop-Out Prevention and Alternative Programs.

Expulsion

You can be expelled (excluded) from school by the School Board for the remainder of a school term or school year and one additional year of attendance. During the time you are expelled, you may or may not receive educational services. Students who commit violent acts that involve the use of a firearm as defined in the Code of Student Conduct will be expelled, with or without educational services. All other students will be evaluated on a case-by-case basis and where possible, recommendations for diversionary or intervention programs will be made in lieu of arrest or expulsion.

EXPULSION AND DISCIPLINARY REASSIGNMENT Q & A

If you are found to be guilty of a severe breach of conduct or are guilty of continuing misconduct, the principal or designee may suspend you for up to 10 days after following the suspension procedures and recommend to the Superintendent or designee that you should be expelled or reassigned to another school or program. ~~All alternative placements and expulsion recommendations for students with disabilities are made by the appropriate IEP or 504 team.~~

Q. What happens if the principal recommends reassignment to another school or program?

A. The principal will refer the case to the Office of Drop-Out Prevention and Alternative Programs

to determine whether it should move forward or be declined. If approved, you will either be directly assigned to another school or program or have your case go before the School Safety Reassignment Committee for deliberation. Any vote by the committee will be the recommendation made to the Superintendent or designee. Should you be reassigned, you will be provided information concerning the school or program and instructions on how to enroll.

Q. What is the School Safety Committee?

A. A group of district and school administrators which evaluate the facts of each case and the student's history to make recommendations for reassignment to an alternative program. The Committee is additionally charged with evaluating the interventions attempted by the school, prior to the reassignment referral being submitted.

Q. Can the recommendation of the committee be appealed?

A. You may appeal the decision to the Office of Alternative programs and Drop-out Prevention. Facts of the case must be appealed to the principal if the reassignment referral is being forwarded by the school for on-campus behavior.

Q. What happens if my principal recommends expulsion?

A. Your principal may recommend an expulsion to the Director of Student Services. The Director will in turn listen to the facts of the case and make a recommendation to the Superintendent. However, only the School Board can expel a student. If the Superintendent agrees with the recommendation, the District General Counsel or designee will inform your parents in writing about the recommendation and why expulsion is being recommended. The notice will additionally inform your parents they can request a hearing.

Q. What happens if my parents do not request a hearing?

A. The School Board will take final action on the recommendation for expulsion without a hearing. By not requesting a hearing, you are admitting that you did what you were accused of doing.

Q. What happens if I request an expulsion hearing?

A. The School District General Counsel will notify you when and where the hearing will be conducted. The Office of Dropout Prevention and Alternative Programs will inform your parents of the procedures involved and your procedural rights. At the hearing, the General Counsel, on behalf of the Superintendent, presents the evidence in support of the recommendation for expulsion. You, your parents, your attorney or other qualified representative will be permitted to cross examine witnesses and offer evidence on your behalf, including your testimony. The cost of your attorney will be your parent's responsibility. Your parents may elect to have the hearing open or closed to the public.

Q. What procedures govern the expulsion hearing?

A. The expulsion hearing is governed by sections 120.569 and 120.57(2), Florida Statutes. A copy of those sections will be provided to you upon request.

Q. What happens after the expulsion hearing?

A. The School District General Counsel will submit to the School Board a recommended order consisting of findings of fact, conclusions of law, and a recommendation on the expulsion. You, your parents, or your attorney will have an opportunity to submit written objections to the recommended order. The School Board is limited on what it can do with respect to the recommended order by section 120.57 (1), Florida Statutes.

Q. Who makes the final decision to expel me?

A. The School Board will make the final decision on whether you should be expelled and if so, for how long. The School Board will also decide if you will receive educational services during your expulsion. Your parents may elect to have the School Board meeting open or closed to the public.

Q. How long can the School Board expel me?

A. You can be expelled for the remainder of the current school year and one additional school year. A student who is serving an expulsion during the last semester of his or her senior year may not participate in the graduation ceremony.

Q. Can I appeal the School Board's decision to expel?

A. You can appeal the School Board's decision to the Second District Court of Appeal in Tampa. You must do so within 30 days of the time you are expelled; you may or may not receive educational services.

Felony Arrests

Students are required to self-report any felony arrest to their principal within 48 hours of the arrest. An arrest that would be a felony if the student were an adult must also be self-reported. The principal will review information about the arrest to determine, after conferring with the Executive Director of School Management, whether the student should be suspended from all extracurricular activities and possibly suspended from school, or reassigned to an alternative placement. Failure to self-report such an arrest may result in suspension from all extracurricular activities for a minimum of one calendar year and suspension from school or reassignment to an alternative placement.

Extension of Ten-Day Suspension

If the principal suspends you for 10 days, the Superintendent may extend your suspension until the outcome of the criminal charges that have been filed against you. During your suspension, pending the outcome of the criminal charges, you will be assigned to an alternative educational program.

Criminal Victimization

In accordance with F.S. 1006.13, students who are found to have committed certain felony offenses against another student are prohibited from attending the same school or riding on the same school bus with the victim or the victim's siblings. According to F.S. 1006.13(5)(d), "The offender, or the parents of the offender if the offender is a juvenile, shall arrange and pay for transportation associated with or required by the offender's attending another school or that would be required as a consequence of the prohibition against riding on a school bus on which the victim or a sibling of the victim is riding. However, the offender or the parents of the offender may not be charged for existing modes of transportation that can be used by the offender at no additional cost to the District School Board."

Corporal Punishment

The use of corporal punishment is prohibited. This prohibition extends to parents or guardians on school grounds.

REPORTS TO LAW ENFORCEMENT AGENCIES

The School Board views disruptive and criminal acts, and those which may affect the health,

safety and welfare of, or pose a legitimate threat to those on a school campus, as extremely serious in nature. In addition to disciplinary action administered at the school level, certain acts are expected to be reported to law enforcement as required by the State Attorney Office. The actions of law enforcement do not dictate the corrective measure enforced by the school.

LIMITED ROLE OF LAW ENFORCEMENT

To help avoid the unnecessary criminalization of our students, law enforcement action should be limited to situations when it is necessary to protect the physical safety of students and staff or appropriate to address criminal activity. Law enforcement involvement should not be requested in a situation that can be safely and appropriately handled by a school's internal disciplinary procedures.

THE COACH AARON FEIS SCHOOL GUARDIAN PROGRAM

Like law enforcement, school guardians hired through the Coach Aaron Feis School Guardian program in Manatee County are in place to help ensure the physical safety of our students, staff, and school community. School guardians are not to be involved in student discipline matters unless it is a matter of safety. School guardians additionally have no authority to act in any law enforcement capacity, except to the extent necessary to prevent or abate an active assailant incident.

REPORTS TO DEPARTMENT OF CHILDREN AND FAMILIES (DCF)

All employees of the District have the responsibility to report all actual and suspected cases of child abuse, abandonment or neglect. They also have the responsibility to comply with child protective investigations and all other provisions of law related to child abuse, abandonment or neglect. All employees of the District shall have immunity from liability if they report such cases in good faith. Abuse is defined as "any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental or emotional health to be significantly impaired."

REFERRALS TO MENTAL HEALTH AGENCIES

If you present a concern for the safety of others, due to your actions or words, as determined by your school or district administration, law enforcement, or a threat management team, you will be referred for mental health services, per F.S. 1012.584. These services may be provided on campus or through off-campus mental health providers that partner with our district. In the event you present an immediate concern for the safety of yourself or others, the Marchman or Baker Acts may be enacted (see Page 4) to ensure an appropriate mental health examination and intervention(s) occur. This may result in an involuntary examination and removal from campus, pursuant to F.S. 394.463. Such contact may be in person by a mental health professional or using telehealth as defined in F.S.456.47.

SELF-REPORTING UPON INITIAL REGISTRATION

Upon initial registration in any district school from another district, state, charter, home or private school, you are required per F.S. 1006.07 to self-report any previous school expulsions, prior arrests resulting in charges, Juvenile Justice actions, and referrals to mental health services. You are also required to report any placements in an alternative setting for disciplinary or safety reasons. Students found to have been expelled or placed in an alternative program in lieu of expulsion from another school or district may serve any remaining duration of the original

expulsion as outlined in F.S. 1006.07.

SECTION VII IMPORTANT POLICIES AND PROCEDURES

MEDICATION POLICY

Taking legal medications (prescription drugs prescribed for you or over-the-counter drugs) at school, on a school bus, at any school activity, or on any field trip must strictly comply with this Medication Policy. This policy requires the following:

a. You should make every effort to administer medications at home during non-school hours.

b. All medications (including over-the-counter medications, vitamins and supplements) must be prescribed by a licensed physician and must be retained in the school clinic.

c. For each medication to be administered, your parent must provide the principal or clinic staff with a written statement giving the principal or the principal's designee permission to assist in the administration of the medication. The written statement must explain the reason it is necessary for the medication to be provided during the school day.

d. The written statement shall be on a Medication Authorization Form which can be obtained from the school's office and must be signed by both a physician and a parent or guardian before medications can be administered at school.

e. You may not transport medications to school or be in possession of any medications while on school property.

f. An authorized adult must bring the medication to be administered to the school's office and deliver it along with a completed Medical Authorization Form.

g. Possessing medications prescribed to others is illegal and considered a Level 3 offense.

h. Students with any of the following medical conditions may carry and self-administer the medications or supplies listed below to attend to their conditions while at, or in transit to or from, school or school-sponsored activities, if the school has been provided written parental and physician authorization in advance:

Student's Medical Condition:	Student May Carry and Self-Administer:
Life-threatening Allergies or Asthma	An epinephrine auto-injector
Asthma	A metered dose inhaler
Pancreatic Insufficiency	A prescribed pancreatic enzyme supplement
Diabetes	Diabetic supplies, equipment, and specific food items identified in the written authorization along with a description of the activities the student is capable of performing without assistance, such as blood-glucose level checks, urine ketone testing, administering insulin, and treating hypo-or hyperglycemia.

Suspected Overdose

District schools may maintain an on-site supply of the opioid antagonist Naloxone, following guidelines established in Board Policy 5780 and F.S. 499.003. Naloxone is a medication that is used to reverse an opioid overdose. If any student or staff are suspected of having an opioid-related overdose, Naloxone will be administered by a trained nurse as a life-saving measure.

CONTROLLING THE SPREAD OF COMMUNICABLE DISEASES

The School Board recognizes its responsibility relative to student, employee, and visitor health and safety. In order to protect the health and safety of the students, District personnel, and the community at large, the Board shall follow all State statutes and Health Department regulations which pertain to immunization under Policy 5320, and other means for controlling communicable disease spread through normal interaction in the school setting as set forth in Policy 8450.

CRISIS PROTOCOL

Providing a safe and secure environment for our students to learn is the top priority of the School District of Manatee County. Measures have been taken to ensure our staff and students are prepared in the event a crisis situation occurs in one of our schools. A comprehensive Crisis Management Plan has been created to guide our staff through a wide variety of situations. Fire drills, tornado drills, lock-down drills, and shelter-in-place drills are practiced at each site to ensure routines and safety procedures are well established and familiar to all.

In a shelter-in-place, all school doors will be locked and regular classroom instruction continues behind the locked doors. In a lock-down, all school doors are locked and all students and staff are out of view. Classroom instruction is discontinued.

What parents need to know during either crisis:

a. Please DO expect to be notified with a special parent advisory sent home from the school and/or with a telephone message from our telephone notification service when the school is able to provide accurate information and/or the incident is resolved.
b. Please DO cooperate with school and/or district directives.
c. Please DO consult local media for regular updates about the incident. Listen for information updates on local radio and television stations. You may be directed to an off-campus parent staging area for the latest information regarding a campus crisis.
d. Please DO NOT call the school because phone lines will be needed for emergency communication.
e. Please DO NOT call your child's cell phone because cell phones are not to be used during a crisis.
f. Please DO NOT go to the school if a crisis situation should occur. Roads are closed, doors are locked and campuses are off-limits to anyone other than authorized personnel.

Pursuant to F.S. 120.54, in the event of an emergency, the Superintendent or the School Board can enact additional rules governing student conduct which shall be enforced as included in this Code of Student Conduct.

Unannounced Lock-down Drills

The principal may conduct unannounced lockdown drills from time to time and will inform parents after the fact about the drill by way of automated telephone calls.

STUDENT AND FAMILY REUNIFICATION PLAN

In case of a school emergency or a natural disaster, you need to be aware of our school's plan for releasing your child. First and foremost, remain calm. Remember, it is our primary concern that students remain safe at all times, and there is a plan for an orderly dismissal and release of our students. When you learn your child's school is in a lockdown situation or any other emergency situation, do not call the school and do not come to the school. Staff will be very busy during an emergency and will not be able to attend to the safety of your children if they have to answer your phone calls. If you come to the school during an emergency, in all likelihood you will not be allowed into the school or even into the inner perimeter set up by emergency responders. The presence of hundreds of parents showing up on the scene will hinder the efforts of emergency responders, which in turn may jeopardize the safety of your child. Instead, if the situation warrants the release of students, direct notification to your listed emergency contact numbers as well as the use of local news media will provide instructions on when and where the release will take place. Students may be bused to an off-site location for their release to parents.

Once an "all clear" is given at the school, and if there is a need to release students for the day, the Student and Family Reunification Plan will be put into place. For the safety of every child, we must document to whom each child is released. Students will only be released to parent, guardian, or childcare personnel as designated on your child's school *Contact, Medical, and Emergency Form*. When you arrive at the facility where students will be released, proceed to the designated area and plan to do the following:

- Fill out a Student Release Form.
- Present photo identification.
- Move to the Student release area and wait for your child.
- A runner will go to the assembly area, get your child, and bring him or her to the release area. Be prepared to show your ID again.
- Sign for the student and depart. **REMINDER: Your child will be released only to those listed on the *Contact, Medical, and Emergency Form*. It is therefore imperative you keep information on your child's *Contact, Medical, and Emergency Form* up to date, including your cell phone number or other emergency contact information. Please note that if for any reason your child is not picked up, he or she will be placed in an alternate place of safety.** These procedures should be shared with everyone you list on the *Contact, Medical, and Emergency Form* so they are familiar with our plan and these concerns. If you have any questions about the Student and Family Reunification Plan, contact your child's school principal.

REGISTER YOUR EMERGENCY CONTACT INFORMATION TODAY!

The school district, in cooperation with TIFF (To Inform Families First) urges you and your family to register your emergency contact phone numbers TODAY. In the event of an emergency, families can be notified more quickly through this service. On the Internet, simply log onto the following website as follows:

www.hsmv.state.fl.us

Click ONLINE SERVICES - EMERGENCY CONTACT INFORMATION

For more information on this important initiative click on:

www.toinformfamiliesfirst.org

ELECTRONIC EQUIPMENT

If you are in possession of non-district issued electronic items at school, they may only be used before the morning bell rings and after school, unless your school has adopted a policy further allowing or restricting the use of personally owned electronic devices. In all other instances, **they are to be kept turned off and out of sight on school grounds** unless an administrator or designee gives permission to use the device. Teachers may also allow you to utilize personal electronic devices for the completion of specific assignments, as a component of your coursework. Absent such permission, teachers or other school staff may confiscate your electronic device, per F.S. 1006.07. These electronic devices include, but are not limited to, the following:

- music playback or streaming devices
- camera
- cellular phone (including the camera that may be part of the phone)
- video or digital recorder
- video gaming devices
- computer or tablet (unless specifically authorized for academic purposes)
- Smartwatches or other smart devices that may or may not connect to the Internet
- Earbuds or headphones

If this rule is violated, an administrator may ask you to surrender the device and will hold it until you or your parent comes to retrieve it. Refusal to surrender the device will be considered defiance and will result in appropriate administrative action. If the item is not picked up by July 1st following the end of the school year, the item will be deemed abandoned. Each school will determine what to do with abandoned items. Neither the school nor school staff members are responsible for any such items if they are lost, stolen, broken or damaged.

A student may not electronically record any ~~teacher or a classroom~~ SDMC employee or facility without ~~the teacher's~~ written or explicit permission. This does not apply to school-sanctioned events or activities that may warrant such recording. Additionally, students may not ~~record or~~ post to the Internet recordings of fighting, acts of bullying, assault, or battery, whether staged or real – regardless of time or location.

During any district, state, or federally required assessment administration, if you are found with an electronic device that reproduces, transmits, calculates, or records (e.g., a cell phone, camera, or calculator) in your pocket, at your desk, or within your reach during testing, your test will be invalidated. Additionally, the device will be confiscated and you will be disciplined.

If school officials have reasonable suspicion that electronic items contain evidence of a violation of the Code of Student Conduct, or criminal activity, they may conduct a search of the contents of the electronic item.

TECHNOLOGY AND INTERNET SAFETY POLICY

Technology is an integral part of your educational experience and must be used in a way that is consistent with the goals of the School District of Manatee County (SDMC). Technology includes, but is not limited to, computers, tablets, other electronic devices, software, email, the Internet, and other network resources. Your use of technology is a privilege and you are responsible for using it appropriately. This includes use of district technology while off school property. The

following are improper uses of technology:

a. Photographing, recording, or using images of any person without their knowledge or consent.
b. Accessing pornographic or obscene images, language or materials, including screen savers.
c. Transmitting any material in violation of federal, state, local law, School Board policy, regulation, or the District Code of Student Conduct. This includes, but is not limited to: copyrighted material; threatening, obscene or pornographic material; test questions or answers; student work products; trade secrets; and computer viruses or malware.
d. Using technology for commercial activities unless explicitly permitted by the School Board.
e. Modifying the original SDMC pre-set software image including, but not limited to: loading software applications not authorized by SDMC; changing the computer name; changing or removing operating system extensions; altering security/filtering software; altering the pre-loaded operating system or application; or taking apart the computer for access to internal parts.
f. Downloading music, games, or videos at any time on a district computer.
g. Using cellular phones or other wireless communication devices during unauthorized times of the school day. Cellular phones, tablets, and other electronic devices may only be used on campus before or after school, unless your school has different policy restrictions, or you have permission from an administrator or designee.
h. Using email, instant messaging, texting, web pages or other technology operations to threaten, disrupt, or interfere with the safety and welfare of the school community, including engaging in cyber-bullying, harassment, or “sexting.”
i. Gaining or attempting to gain unauthorized access to SDMC networks, computer servers, or data files.
j. Gaining or attempting to gain unauthorized access to non-SDMC networks, computer servers, or data files utilizing SDMC equipment.
k. Using profanity, obscenity, or other language which may be offensive to another person, or reposting personal communications without the author’s prior consent, when using computer network access.
l. Downloading or printing any material that deemed inappropriate by the School District.
m. Attempting to log on to the SDMC network or other district-affiliated systems using another’s identity or password.
n. Sharing of logins and passwords to the SDMC network.
o. Bypassing or attempting to bypass SDMC filtering software.
p. Unauthorized disclosure use and dissemination of personal information regarding students, unauthorized online access by students, including hacking and other unlawful activities and access by students to inappropriate matter on the Internet is prohibited.

NOTE: There is no right or expectancy of privacy on District provided or owned technology. School officials may review any information or files on such technology at any time.

Use of Social Media

The School District of Manatee County allows schools, students, teachers and staff to use social media for enhancing classroom learning and communication among members of the SDMC community. Your use of District-approved social media platforms must be consistent with all aspects of this Code of Student Conduct.

For School Board Policies regarding student use of social media, please see Policy 7544 "Use of Social Media," as well as Policy 7540.03 "Student Technology Acceptable Use and Safety." Those policies can be found in the School Board Policy Manual on the School District website at https://www.manateeschools.net/Page/2186. For Student Social Media Guidelines, please visit the "Parents and Students" page of the School District website at www.manateeschools.net.

DISCLAIMER OF RESPONSIBILITY FOR PERSONAL PROPERTY

Although the school attempts to maintain a safe and secure environment, theft and loss do sometimes occur. All personal property in possession of the student should be identified with the student's name. The school disclaims responsibility for any lost, stolen, broken or confiscated property. Parents send and students bring such items to school at their own risk. Students are expected to turn in to the office any found items.

ATHLETIC ELIGIBILITY

If you are in grades 6-12, you may be eligible to participate on athletic teams in interscholastic athletic contests as a representative of a school, provided you are a bona fide student of that school and meet the following requirements:

High School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. A student not currently suspended from interscholastic or intrascholastic extracurricular activities, or suspended or expelled from school, pursuant to a district school board's suspension or expulsion powers provided in law, including Florida Statute Sections 1006.07, 1006.08, and 1006.09, is eligible to participate in interscholastic and intrascholastic extracurricular activities.
3. A student may not participate in a sport if the student participated in that same sport at another school during that school year, unless the student meets the criteria in F.S. 1006.15(3)(h).
4. A student's eligibility to participate in any interscholastic or intrascholastic extracurricular activity may not be affected by any alleged recruiting violation until final disposition of the allegation, pursuant to F.S. 1006.20 (2)(b).
5. Any violation of school discipline policies or the District Code of Student Conduct may be considered for exclusion as eligibility standards to participate in extracurricular interscholastic or intrascholastic activities.
6. A student must have a cumulative 2.0 grade point average on a 4.0 unweighted scale, or its

equivalent, at the conclusion of each semester to be academically eligible during the next semester (F.S. 1006.15(3)(a)1). Academic eligibility or ineligibility is determined on a semester basis. A student who is academically eligible at the beginning of a semester will continue to be academically eligible for that entire semester. Likewise, a student who is academically ineligible at the beginning of a semester will continue to be academically ineligible for that entire semester, except as provided in Bylaw 9.4.5.1.2.

Middle School Eligibility Requirements

1. Must be regularly enrolled and in regular attendance at school. Charter school students, home education students (including FLVS Full-time) and private school students meeting criteria under F.S. 1006.15 may participate at their home zoned school or at another district school provided they have exercised school choice to that school through the district's controlled open enrollment process.
2. Must carry a normal class load, maintain satisfactory classroom work (minimum 2.0 grade point average on previous quarter's report card) and maintain a satisfactory conduct record (no 4's in Citizenship on the previous quarter's report card). Sixth grade students are exempt for soccer only.
3. Must be less than 15 years 9 months of age. On the day a student reaches this age, regardless of when that day is, the student becomes ineligible to participate on the middle school level.
4. Must obtain signed permission from his/her parents or guardian on a form provided by the school.
5. Must have a school physical on file with the school.
6. Must be an amateur. This means that the student must not accept money, gift or donation for participating in a sport, or use a name other than his/her own when participating.
7. Must display good sportsmanship and follow the rules of competition before, during, and after every contest in which the student participates. If not, the student may be barred from participation for a period of time.
8. Must not provide false information to gain eligibility.
9. All non-traditional student eligibility will be determined on a semester-by-semester basis.
10. A student may not participate if serving an out of school suspension the day of competition.
11. A student must attend a minimum of one-half of a day of school to practice or participate in an athletic contest.
12. All participants must have appropriate paperwork (physical form and parent consent form) on file in the athletic director's office before the beginning of the All-Star Tournament.
13. A student transferring into a school must meet eligibility requirements. The student cannot take the spot of an existing team player on the roster.

Athletic Student Transfer Eligibility

A student who transfers is immediately eligible, as long as all other eligibility requirements are met. Students may not participate in the same sport in the same year at more than one school, unless one of the following exceptions are met:

1. Children of active duty military whose move resulted from military orders.

2. Children relocated due to foster care placement or McKinney —Vento Act.

3. Children who move due to a court-ordered change in custody due to separation, or serious illness or death of custodial parent.

4. Good cause policy in district or charter (district placement).

Per F.S. 1006.15, the School District of Manatee County has defined just cause for immediate eligibility as:

a) Special Assignment by Superintendent, or Office of Student Assignment.

b) Move to a new residence following the marriage of the student. The student immediately establishes a new residence that makes it necessary to attend a different school.

c) Reassignment by District School Board or Charter School Board.

d) Transfer of school within the first twenty days of a semester in acceptance of a seat (first opportunity to enroll) into a previously applied for magnet program.

e) Any other athletic eligibility appeal ruled upon by the Athletics Review Committee to intervene and make a decision on a case brought before the board by the Supervisor of Athletics. All decisions will be given within 10 school days from the date of the appeal.

Attendance

A student must be in attendance a minimum of one-half day on the day of competition or the day prior if the contest falls on a non-school day, unless documented (doctor's note, field trip, subpoena, etc.), to practice or participate in a contest on that day unless approved by the Principal or designee.

Dismissal / Quitting a Team

Any athlete or manager who is suspended from a team, voluntarily quits a team or is dismissed from a team for disciplinary reasons is not permitted to go out for another sport while the original sport is still in season. The season is officially over when the team plays the last game of the season. A season is defined as the first day of practice through the last play-off game.

Out of School Suspension

Students who are serving out of school suspension are not allowed to participate in any athletic activities until they have returned to regular class attendance for one full school day. Students who are suspended for a total of 10 or more days (cumulative or single incident) in a school year will be subject to an administrative review to determine eligibility to participate in any extracurricular activities. The administrative review will encompass the incident or infraction, discipline, academic, and attendance history, and conference with the student and others involved. Based on the results of the review, the student may be ineligible to participate in any extracurricular activities for a period not to exceed 180 school days from the incident. If after the review process, the student is determined to be ineligible he or she may not participate in any event or activity as a representative of the school. These events or activities include but are not limited to: athletics, marching band, concert band, orchestra, choir, drama, JROTC competition teams, and or clubs or organizations sponsored by the school's faculty or staff. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from

extracurricular activities will not be less than 90 school days. Should the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180-school day period.

Criminal Offenses

1. Criminal Charges: After a hearing with the principal, a student charged with a criminal offense will be suspended from extracurricular or co-curricular activities by the school principal until the charge is adjudicated.
2. Adjudication Withheld: A student who has been suspended from extracurricular activities because of a criminal charge may be reinstated at the principal's discretion if adjudication is withheld.
3. Felony: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for any act that would have been felonious in "adult" court will mandate loss of eligibility to participate in any student activity for the duration of the years enrolled in a Manatee County public high school from the time of conviction. After one calendar year following conviction, the student may request a review of his/her eligibility by the principal.
4. Misdemeanors: A student's conviction in "adult" court or judgment of "delinquency" in a juvenile court for the following misdemeanors (assault or battery, possession of concealed weapons, lewdness or indecent exposure, theft, drug possession/sale) will mandate loss of eligibility to participate in any student activity for six months from the time of conviction. After three calendar months following conviction, the student may request a review of his/her eligibility by the principal.

Drug and Tobacco Use

1. No use of tobacco products. For the first offense a one game suspension will occur. The second offense will result in dismissal from the team.
2. An athlete knowingly possessing, using, transferring, or being under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic beverage, or intoxicant of any kind, or any facsimile regardless of content, on or off campus, ~~will~~ may be suspended from athletic participation for 180 days. A student may appeal the 180-day suspension after 90 school days. The appeal must be in writing to the principal. The appeal process will take into consideration the student's attendance, grades, discipline, teacher comments, any other pertinent information, and student interview during a parent conference. The suspension from extracurricular activities will not be less than 90 school days. Should the suspension from extracurricular activities be changed to a period of time less than 180 school days, the student will be on probation until the conclusion of the 180-school day period.

Homeless Student Rights under the McKinney-Vento Act

Under the McKinney-Vento Act, homeless students have the right to attend school, regardless of the location where they live or the length of time at that location. The student is to be enrolled immediately, regardless of whether the appropriate records required for enrollment are presented. The school will refer the parent/guardian to Project Heart, which will help in obtaining the required records. Students eligible under the McKinney-Vento Act have the right to continue in the same school they attended before their housing situation changed, or the school last attended, as well as receive assistance with transportation to that school of origin. Furthermore, the students are

allowed to attend the school of origin for the rest of the school year, even if they obtain permanent housing during the school year.

If a student who is eligible under the McKinney-Vento Act is sent to a school other than the school of origin, a reason must be provided in writing, along with the process for appealing such a decision. The student may remain in the school of origin during the appeal. If it is proven the student was not eligible for McKinney-Vento Act rights and services, but the parent/guardian accepted goods, services or special rights, including free school lunches, school fraud rules will apply. The parent will be notified in writing and provided the process for disputing the charges of fraud.

SECTION VIII **PUBLIC NOTICES**

PUBLIC NOTICES

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. These rights are:

The right to inspect and review the student's education records within 30 days of the day the School receives a request for access. Parents or eligible students should submit to the school principal a written request that identifies the record(s) they wish to inspect. The school official

will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

The right to request amendment of the student's education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA. Parents or eligible students who wish to ask the school to amend a record should write the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

The right to privacy of personally identifiable information in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff); a person serving on the School Board; a person or company with whom the school has outsourced services or functions it would otherwise use its own employees to perform (such as an attorney, auditor, medical consultant, or therapist); a parent or student serving on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an educational record in order to fulfill his or her professional

responsibility. Upon request, the school discloses education records without consent to officials of another school in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer.

The right to file a complaint with the U.S. Department of Education concerning alleged failures by the school to comply with requirements of FERPA. The name and address of the Office that administers FERPA are:

FAMILY POLICY COMPLIANCE OFFICE
U.S. DEPARTMENT OF EDUCATION
400 Maryland Avenue,
SW Washington, DC 20202-8520

Annual Notice: Students with Disabilities

Parents have the right to:

a. Have your child take part in, and receive benefits from, public education programs without discrimination due to his/her disabling condition(s).
b. Receive prior notice with respect to identification, evaluation, or educational programming for your child.
c. Have your child receive a free appropriate education.
d. Have your child receive educational services in facilities which are comparable to those provided to non-handicapped students.
e. Examine your child's educational programming decisions made, based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
f. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
g. Have your child be given an equal opportunity to participate in non-academic and extracurricular activities offered by the district.
h. File a local grievance with the local school district's grievance officer.
i. File a complaint with the Office for Civil Rights (OCR).
j. Take action through Civil Court.
k. Be represented by an attorney or legal counsel.
l. Request an impartial hearing regarding district decisions concerning the identification, evaluation, or educational programming for the students. The parent/guardian and their legal representative will have full opportunity for participation.
    - The hearing request must be made to the Superintendent of the District.
    - The hearing will be held by an impartial hearing officer qualified to hear 504 proceedings.

Notification of Student Social Security Number Collection and Usage

In compliance with Florida Statute 119.071(5), this statement provides notification of the purpose for the collection and usage of student social security numbers by the School District of Manatee County. According to F.S.1008.386, When a student enrolls in a public school in this state, the district school board shall request that the student provide his or her social security number and shall indicate whether the student identification number assigned to the student is a social security

number. However, a student is not required to provide his or her social security number as a condition for enrollment or graduation. A student satisfies this requirement by presenting to school enrollment officials his or her social security card or a copy of the card. The Department of Education shall establish a process for assigning a Florida student identification number to each student in the state, at which time a school district may not use social security numbers as student identification numbers in its management information systems. The Commissioner of Education shall assist school districts with the assignment of student identification numbers to avoid duplication of any student identification number.

Service Animals

Subject to specific guidelines, certification, and authorization by the School District of Manatee County, students with disabilities or other medical issues are permitted to have service animals accompany them during the school day. Service animals are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, alerting people to the presence of potentially deadly food allergens, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Please contact your school administration for initiating the process of using a service animal in any Manatee County school.

Military Transfers

Priority is given to the dependent children of active-duty military personnel transferring to the School District of Manatee County. Military transfer priority is granted only at the time of the initial military transfer to the district and does not apply to future county-wide program application periods. By state law, dependent children of active-duty military personnel transferring into the district are given first priority for placement at the time of their initial transfer. Students who participated in special programs and extracurricular activities at their transferring schools will be given priority access to the same programs and extracurricular activities when available (Florida Statute 1003.05).

Notification of Availability of School Public Accountability Report

The annual school public accountability report is available online through the Florida Department of Education. Please visit the site and select Manatee County, then the appropriate school.

Video Surveillance on School District Property

In order to maintain a safe environment for students, staff and the public, and to control vandalism and criminal activity on School District property, the District has installed and will utilize video surveillance systems on School District property, including school buses. Any activities recorded on the video cameras may be used for school discipline or for law enforcement purposes. Federal and state law governs disclosure and use of video material, and such material could become part of a student's record. Requests for school videos are exempt under Florida Statute as well as FERPA -34 CFR s. 99.12, unless under a subpoena.

Student Identification

You must have your student ID on you at all times when you are on a school campus or on any district bus. If your school requires you to wear or otherwise display your student ID, then you

must follow all procedures pursuant to that rule. You must also display your student ID and have it scanned, each time you board a district bus.

Pledge of Allegiance

F.S. 1003.44 requires the Pledge of Allegiance be recited at the beginning of each school day. When the national anthem is played or the pledge is recited, students and all civilians shall stand at attention, men removing the headdress, except when such headdress is worn for religious reasons. When the pledge is recited, students shall stand with the right hand over the heart. With a written request by a student's parent or guardian, a student will be excused from reciting the pledge, including standing and placing the right hand over his or her heart. When the pledge is given, unexcused students must show full respect to the flag by standing at attention. When the Junior Reserve Officer Training Corps (JROTC) Color Guard presents the colors for the national anthem or Pledge of Allegiance at a school or district function, the audience is asked to rise before the procession begins from the back of the room. The audience remains standing after the pledge or anthem and during the entire time the Color Guard walks to the back of the room. The audience remains standing until the Color Guard is dismissed.

Moment of Silence

Per FS 1003.45, the principal of each public school shall require teachers in first-period classrooms in all grades to set aside at least 1 minute, but not more than 2 minutes, daily for a moment of silence, during which students may not interfere with other students' participation. A teacher may not make suggestions as to the nature of any reflection that a student may engage in during the moment of silence. Each first-period classroom teacher shall encourage parents or guardians to discuss the moment of silence with their children and to make suggestions as to the best use of this time.

The Hope Scholarship Program

If you have been subjected to a range of violent incidents on campus, to include battery, harassment, hazing, bullying, kidnapping, physical attack, robbery, sexual offenses, assault, threat, intimidation, or fighting, your parents may choose to withdraw you from your zoned school and enroll you in another public school that has capacity, or to request a scholarship to attend an eligible private school. Requests for scholarships to participating private schools is on a first-come, first-serve basis and is subject to available funding and other restrictions, per F.S. 1002.40.

Entering Areas Intended for the Opposite Sex

Based upon legislative changes in the law, if you enter an area on campus designated for the opposite biological sex and refuse to immediately leave when asked, there may be a criminal penalty for students age 18 and above under F.S. 553.865. In addition, school discipline can be imposed for all students as outlined in the appropriate grade-level matrix for entering areas on campus designated for the opposite biological sex that will also include defiance. Schools will work with students that have privacy concerns for reasonable accommodations for a undesignated bathroom.

PUBLIC NOTICES WITH PARENTAL OPT-OUT PROVISIONS

Directory Information/Photographs/Publications

FERPA also requires that the School District, with certain exceptions, obtain written parental

consent prior to the disclosure of personally identifiable information from a child's education records. However, the School District may disclose appropriately designated "directory information" without written consent, unless the parent has advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the School District to include this type of information from a child's education records in certain school publications. Examples include:

- A playbill, showing a student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks and law enforcement agencies. If parents do not want the School District to disclose directory information from their child's education records without prior written consent, they must notify the District in writing by September 15 of each year or within 30 days of receiving this annual notice. The School District has designated the following information as directory information:

- Student's name
- Electronic mail address
- Photograph or other likeness (with parental consent)
- Date and place of birth
- Major field of study
- Dates of attendance
- Grade level
- Participation in officially recognized activities and sports
- Weight and height of athletic team members
- Degrees, honors, and awards received
- The most recent school attended

NOTE: Objecting to the release of directory information may result in your name, photograph and other directory information being excluded from yearbooks, sports programs, and other school publications. Both parents have a right to see the school records of their child unless there is a certified copy of a court order on file at the school that specifically denies the right to access school records. Copies of school records are available for minimal copying charge. If you have any questions about these rights, please contact your school office.

Military Opt-Out Procedures

Under federal law, military recruiters are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students unless you object to such release. **You or your parents must notify your principal in writing if you do not want your name, address and telephone number released to military recruiters without prior written parental consent. This written notification may be submitted at any time and the School District will honor**

the objection from that point forward unless you otherwise provide written notification to your principal. A military opt out form is available on the District web site: www.manateeschools.net. You may also request a copy of the form at your school's main office.

Higher Education Opt-Out Procedures

Under federal law, institutions of higher learning are entitled, upon request, to a list of names, addresses, and telephone numbers of high school students, unless you object to such release. You or your parents must notify your principal in writing if you do not want your name, address, and telephone number released to institutions of higher learning without prior written parental consent. This written notification may be submitted at any time and the School District will honor the objection from that point forward unless you otherwise provide written notification to your principal.

Notification of Rights under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding the District's conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

1. Consent before students are required to submit a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education: a. Political affiliations or beliefs of the student or student's parent; b. Mental or psychological problems of the student or student's family; c. Sexual behavior or attitudes; d. Illegal, anti-social, self-incriminating, or demeaning behavior; e. Critical appraisals of others with whom respondents have close family relationships;

f. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers; g. Religious practices, affiliations, or beliefs of the student or parents; or h. Income, other than as required by law to determine program eligibility. 2. Receive notice and an opportunity to opt a student out of: a. Any other protected information survey, regardless of funding; b. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; c. Activities involving collection, disclosure, or use of personal information that has been obtained to market or to sell or otherwise distribute the information to others; and d. In accordance with s. 1002.222(1)(a), the right to opt out of any district-level data collection not required by law. 3. Inspect, upon request and before administration or use, the following: a. Protected information surveys of students; b. Instruments used to collect personal information from students for any of the above for marketing, sales, or other distribution purposes; and c. Instructional material used as part of the educational curriculum. These rights transfer from the parents to the student who is 18 years old or an emancipated minor under State law. Parents who believe their rights have been violated may file a complaint with: Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901

Code of Conduct Committee Members

We would like to recognize and thank the following members of the School District of Manatee County and our surrounding community for contributing to the development of the 2022~~2~~3-2023~~3~~4 Code of Student Conduct. A very special thank you to the students and parents of Manatee County Youth Commission and their advisor Ally Bergman.

Brad Baietto – Assistant Principal, Braden River Middle School

Patrick Bartholomew – Director of School Safety and Security

Larissa Bennett – School Climate Coordinator

Amy Bradl – Teacher, Willis Elementary School

Phil Burghardt – Parent Task Force

Kara Carney – Teacher – Rogers Gardens-Bullock Elementary

Paul Champagne – Assistant Principal, Parrish Community High School

Kevin Chapman – Director of Strategic Planning

Willie Clark – Executive Director of Secondary Education

Kimone Cooper – Assistant Principal, Buffalo Creek Middle School

Shelly Decesare –Principal, Electa Lee Middle School

~~James Dougherty, Principal, Bashaw Elementary~~

Scott Flynn – Assistant Principal – Prine Elementary School

Dr. Jennifer Gilray – Assistant Director, Manatee Technical College – Main campus

Samara Hemingway Primous – Principal, Samoset Elementary School

Bill Kelley – Director of Risk Management

Mario Mendoza – Coordinator, Title One and Migrant Programs

Mike Mullen –Principal, Martha B. King Middle School

Joe Roberts – Exceptional Student Education Coordinator

Quantas Simmons – Assistant Principal, Palmetto High School

Latrina Singleton – Director, Federal Programs

Mitch Teitelbaum – General Counsel, School District of Manatee County

Samantha Webb – Principal, Abel Elementary School

Dr. Skip Wilhoit – Safe Schools, Drop-Out Prevention & Student Intervention Specialist

The Manatee County Sheriff's Office School Resource Officer Unit

AGENDA ITEM NO. 14.4

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Charter School Renewal Contract for Oasis Middle School for the 2023-2028 School Years

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Oasis Middle School has been in operation in Manatee County since the 2006 school year, serving students in grades 6-8 with approximately 44 students. The current contract for Oasis Middle School expires on June 30, 2023.

Oasis Middle School is recommended for a 5-year renewal contract beginning July 1, 2023-June 30, 2028.

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 Charter School Renewal Contract for Oasis Middle School for the 2023-2028 School Years.

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. Oasis Middle School will receive any remaining FTE and other appropriate funds for the 6-8 program.

Contact
Submitting Department: District Support Services
Initiated by: Dr. Valerie Hyer

Attachments:
2122 Oasis Renewal Contract Final

Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER entered into as of the __ day of _____ 2023 by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida

and

OASIS MIDDLE SCHOOL
6417 3rd Ave. West, Bradenton, FL 34209

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Oasis Middle School.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by both parties.

2. Term. The term of this Charter shall be five (5) years commencing on July 1, 2023 and ending on June 30, 2028 unless terminated sooner as provided herein or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

    i. The charter school will follow SDMC Policy, Florida Statute and applicable Federal Laws with regard to charter amendment requests and will advise in writing any construction that will take place on their facility or at any other proposed location prior to the permitting process.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum

1. Any material changes to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

   The School will teach curriculum that does not violate State or Federal law, including but not limited to House Bill 7. The School will ensure that students are able to attain the Sunshine State Standards through their curriculum.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

   i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

   ii. Failure to meet generally accepted standards of fiscal management.

   iii. Material violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

a. Failure to cure a material breach of any term or condition of this Charter after written notice of non-compliance;

Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;

b. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

c. Failure by the School to provide the District with access to records as required by law or this Charter;

d. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

e. Violation by the School of any court order pertaining to the operation of the School;

f. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

g. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

h. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

i. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

j. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

k. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

l. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).

m. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

n. Willfully or recklessly failing to manage public funds in accordance with the law;

o. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

p. Failure to maintain the minimum number of three Governing Board members for more than 30 days;

q. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal,

State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
   i. Charter School Academic Achievement Goals shall be uploaded to the Sponsor's Monitoring Warehouse, Charters.Link, and shall include academic goals for all students, including evidence-based strategies and interventions for subgroups as identified by Federal Indexes, as well as measures of progress towards goals.

4. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

5. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

    i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

6. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

7. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

8. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

9. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan. For Middle school students, the school shall be responsible and will provide credit recovery options for middle grades students who fail core academic courses (Language Arts, Math, Science, Social Studies). The School shall provide Credit Recovery Options to Grade 8 students during the school year, or summer following grade 8, as necessary, prior to promotion to high school, and all credit recovery in High School.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades 6 through 8.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application. The school's enrollment will be based upon meeting the compliance requirements set forth in Florida Statute section 1002.33.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe school officer;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response

plan;

5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.
7. The School will comply with Allyssa's Law and all other monthly requirements that must be entered in Charters.Link, including but not limited to monthly Threat Assessment Team Meetings, Active Assailant Drills, Fire Drills, and other safety measures required by Florida Statute.

The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL). The School will be responsible to defend any and all Due Process Complaints and/or State Complaints for violations of FAPE and the IDEA. Any and all costs incurred by the School District in the defense of these claims will be paid by the School.

C. If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

D. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

E. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10-day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided

for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

F. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

G. Annual Enrollment

1. Preliminary Projected Enrollment: No later than January 15 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School

relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records, and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those

safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:
   (a) The due process hearing is conducted pursuant to applicable State laws and rules.
   (b) A final decision is reached; and
   (c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request, and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

J. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law, it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening

of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

N. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds,

discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School by the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th

of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the

District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.

ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent

involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget
Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section

1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings)

to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax-exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30.

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

   i. Guarantee payment for any purchases made by the School;

   ii. Guarantee payment for any debts incurred by the School;

   iii. Guarantee payment for any loans taken out by the School.

   iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

   The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 6417 3rd Ave. West, Bradenton, FL 34209. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student

population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

Reasonable Distance [for purposes of this Charter]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within two to four miles.

B. The parties may agree for the District to provide transportation to and from the School. If

such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

C. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

D. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

- The school shall submit monthly bus inspection reports to the District via Charters.Link.
- The school shall participate in and submit bus evacuation drills twice per year, within the first 6 weeks of each semester via Charters.Link.
- The School will only use properly licensed and trained drivers that comply with all Florida and Federal guidelines.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured,

consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above-described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in

accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self- insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account.

The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a [private employer/public employer] and [will/will not] participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change.

10. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change and entered into Charters.Link..

11. All newly appointed Governing Board members must complete a Level 2 screening prior to serving on the Governing Board at the cost of the school and entered into Charters.Link.

12. New governing Board members have 90 days to complete FDOE required governance training. Training Completion Certificates shall be submitted to ChartersLink within this time period

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

[NONE]

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

This information shall be submitted annually via Charters.Link, signed by the school principal. Any changes that would reflect nepotism should be avoided and entered into Charters.Link immediately.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 workdays of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Bus Inspection Reports and FLDOT and Federal CDL compliance.

3. Active Shooter Drills and Threat Assessment Team Meeting Minutes

B. Quarterly: Governing Board meeting agenda and minutes

C. Annual:

1. Annual Student Achievement Report

2. Annual Financial Audit and proof of submittal checklist and audit reported to the Florida Auditor General.

3. Program Cost Report

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]

7. Dismissal Policies and Procedures [if materially revised]

8. Crisis Response Plan [if materially revised]

9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract [if materially revised]

12. Projected Enrollment [for subsequent school year]

13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District

15. Evidence of Insurance

16. Management Organization Agreement/ Education Service Provider [if materially revised]

17. Student Progression Plan [if materially revised]

18. Comprehensive Incident and Safety Management Plan

19. Emergency Response Plans

20. Reunification Plans

21. Other Reports or General Monitoring Documents as required by Florida Statute or changes in Legislation

22. Capital outlay spending reports

23. Starting teacher allocation spending reports

D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third-party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Oasis Middle School, Inc.
Attn: Governing Board Chair
6417 3rd Ave. West, Bradenton
FL 34209

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent
215 Manatee Avenue West
Bradenton, Florida 34205

Office of the General Counsel
215 Manatee Avenue West
Bradenton, Florida 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation

of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: _____ 5-5-2023
President/Board Chair Date

ATTESTED:

By: _____ 5-10-2023
Secretary Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chad Choate III, Board Chair Date

ATTESTED:

By: _____
Cynthia Saunders, Superintendent Date

APPROVED AS TO FORM:

By: _____
Mitchell Teitelbaum, Esq. Date



Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

AGENDA ITEM NO. 14.5

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Charter School Renewal Contract for Imagine Charter School at Lakewood Ranch for the 2023-2028 School Years

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Imagine Charter School at Lakewood Ranch has been in operation in Manatee County since the 2008 school year, serving students in grades PreK-8 with approximately 540 students. The current contract for Imagine Charter School at Lakewood Ranch expires on June 30, 2023.

Imagine Charter School at Lakewood Ranch is recommended for a 5-year renewal contract beginning July 1, 2023-June 30, 2028.

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 Charter School Renewal Contract for Imagine Charter School at Lakewood Ranch for the 2023-2028 School Years.

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. Imagine Charter School at Lakewood Ranch will receive any remaining FTE and other appropriate funds for the K-8 program.

Contact
Submitting Department: District Support Services
Initiated by: Dr. Valerie Hyer

Attachments:
2124 Imagine Lakewood Ranch Contract - Final

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Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER entered into as of the __ day of _____ 2023 by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida

and

IMAGINE-EAST MANATEE COUNTY, LLC d/b/a IMAGINE SCHOOL AT LAKEWOOD RANCH
10535 Portal Crossing #101, Bradenton, FL 34211

a non-profit organization

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Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Imagine-East Manatee County, LLC d/b/a Imagine School at Lakewood Ranch.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by both parties.

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2. Term. The term of this Charter shall be five (5) years commencing on July 1, 2023 and ending on June 30, 2028 unless terminated sooner as provided herein or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

   The Charter School will follow all Florida and Federal Statutes regarding any construction and/or renovations.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

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C. Education Program and Curriculum

1. Any material changes to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. The School will teach curriculum that does not violate State or Federal law, including but not limited to House Bill 7. The School will ensure that students are able to attain the Sunshine State Standards through their curriculum. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

ii. Failure to meet generally accepted standards of fiscal management.

iii. Material violation of law.

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iv. Other good cause shown, which may include, but is not limited to, any of the following:

a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;

Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;

b. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

c. Failure by the School to provide the District with access to records as required by law or this Charter;

d. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

e. Violation by the School of any court order pertaining to the operation of the School;

f. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

g. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

h. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

i. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

j. Perpetration of a material fraud upon the District or material

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intentional misrepresentation in the Application;

k. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

l. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).

m. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

n. Willfully or recklessly failing to manage public funds in accordance with the law;

o. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

p. Failure to maintain the minimum number of three Governing Board members for more than 30 days;

q. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

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3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

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5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

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2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

1. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

2. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
   i. Charter School Academic Achievement Goals shall be uploaded to the Sponsor's Monitoring Warehouse, Charters.Link, and shall include academic goals for all students, including evidence-based strategies and interventions for subgroups as identified by Federal Indexes, as well as measures of progress towards goals.

3. The Sponsor shall review the proposed academic achievement goals within 30 days of

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receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

    i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

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1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan. The Parties understand that the District does not intend at this time to offer summer school for the School's students. Further, the Parties understand that the District does not intend to offer at this time credit recovery options to the School's students.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the

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accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades pre-K through 8.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe school officer;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.
7. The School will comply with Alyssa's Law and all other monthly

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requirements that must be entered in Charters.Link, including but not limited to monthly Threat Assessment Team Meetings, Active Assailant Drills, Fire Drills, and other safety measures required by Florida Statute.

The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

C. If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

D. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

E. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10-day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery

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procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

F. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

G. Annual Enrollment

1. Preliminary Projected Enrollment: No later than January 15 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

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3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

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H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records, and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all

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other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the

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student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:
(a) The due process hearing is conducted pursuant to applicable State laws and rules.
(b) A final decision is reached; and
(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request, and the parties agree

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to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

J. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law, it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such

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as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

N. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. <u>Revenue: State and Local</u>

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

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ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the

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Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School by the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the

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Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

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v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

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1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

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9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

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2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget
Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section

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1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally

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Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax-exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

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2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

   i. Guarantee payment for any purchases made by the School;

   ii. Guarantee payment for any debts incurred by the School;

   iii. Guarantee payment for any loans taken out by the School.

   iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

   The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 10535 Portal Crossing #101, Bradenton, FL 34211. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student

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population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

Reasonable Distance [for purposes of this Charter]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within two to four miles.

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B. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

C. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

D. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

- The school shall submit monthly bus inspection reports to the District via Charters.Link.
- The school shall participate in and submit bus evacuation drills twice per year, within the first 6 weeks of each semester via Charters.Link.
- The School will only use properly licensed and trained drivers that comply with all Florida and Federal guidelines.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program, it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured,

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consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance

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no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above-described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. <u>Applicable to All Coverages the School Procures</u>

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.

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6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account.

The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. <u>Notice of Claims</u>

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1. Time to Submit

   The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

   The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
   Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

   The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

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All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a [private employer] and [will not] participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

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4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change.

10. Any change in Governing Board membership must be reported to Sponsor in writing within 10 business days of the change and entered into Charters.Link..

11. All newly appointed Governing Board members must complete a Level 2 screening prior to serving on the Governing Board at the cost of the school and entered into Charters.Link.

12. New governing Board members have 90 days to complete FDOE required governance training. Training Completion Certificates shall be submitted to ChartersLink within this time period.

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D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a

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description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

None

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

This information shall be submitted annually via Charters.Link, signed by the school principal. Any changes that would reflect nepotism should be avoided and entered into

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Charters.Link immediately.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 workdays of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

A. Monthly

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1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Bus Inspection Reports and FLDOT and Federal CDL compliance.

3. Active Shooter Drills and Threat Assessment Team Meeting Minutes

B. Quarterly

Governing Board meeting agenda and minutes

C. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit and proof of submittal checklist and audit reported to the Florida Auditor General.

3. Program Cost Report

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]

7. Dismissal Policies and Procedures [if materially revised]

8. Crisis Response Plan [if materially revised]

9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract [if materially revised]

12. Projected Enrollment [for subsequent school year]

13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District

15. Evidence of Insurance

16. Management Organization Agreement/ Education Service Provider Contract [if materially revised]

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17. Student Progression Plan [if materially revised]

18. Comprehensive Incident and Safety Management Plan.

19. Emergency Response Plans

20. Reunification Plans

21. Other Reports or General Monitoring Documents as required by Florida Statute or changes in Legislation.

22. Capital outlay spending reports.

23. Teacher Salary Increase Allocation.

D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the

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Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third-party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

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Official correspondence between the School and the District shall be in writing and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Imagine-East Manatee County, LLC d/b/a Imagine School at Lakewood Ranch, Inc. Attn: Governing Board Chair

10535 Portal Crossing #101

Bradenton, FL 34211

The Arnold Law Firm

3840 Crown Point Rd, Ste. B

Jacksonville, FL 32257

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent
215 Manatee Avenue West
Bradenton, Florida 34205

Office of the General Counsel
215 Manatee Avenue West
Bradenton, Florida 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

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M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the

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Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

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SCHOOL

By: DocuSigned by: 54C3E0DC1080425... 5/17/2023
School President Date

ATTESTED:

By: DocuSigned by: Lori Newman 5/17/2023
School Secretary Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chad Choate III, Board Chair Date

ATTESTED:

By: _____
Cynthia Saunders, Superintendent Date

APPROVED AS TO FORM:

By: _____
Mitchell Teitelbaum, Esq. Date

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Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

AGENDA ITEM NO. 14.6

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Charter School Renewal Contract for Visible Men Academy for the 2023-2024 School Year

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Visible Men Academy has been in operation in Manatee County since the 2013 school year, serving students in grades K-5 with approximately 61 students. The current contract for Visible Men Academy expires on June 30, 2023.

Visible Men Academy is recommended for a 1-year renewal contract beginning July 1, 2023-June 30, 2024.

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

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

Recommendation
The Superintendent recommends approval of the Charter School Renewal Contract for Visible Men Academy Contract for the 2023-2024 School Year.

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. Visible Men Academy will receive any remaining FTE and other appropriate funds for the K-5 program.

Contact
Submitting Department: District Support Services
Initiated By: Dr. Valerie Hyer

Attachments:
2161 VMA Charter Contract Final

Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER entered into as of the __ day of _____ 2023 by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida

and

VISIBLE MEN ACADEMY, INC. 921 63rd Ave. East, Bradenton, FL 34203

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Visible Men Academy, Inc.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by both parties.

2. Term. The term of this Charter shall be one (1) year commencing on July 1, 2023 and ending on June 30, 2024 unless terminated sooner as provided herein or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

    i. The charter school will follow SDMC Policy, Florida Statute and applicable Federal Laws with regard to charter amendment requests and will advise in writing any construction that will take place on their facility or at any other proposed location prior to the permitting process.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum

1. Any material changes to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

   The School will teach curriculum that does not violate State or Federal law, including but not limited to House Bill 7. The School will ensure that students are able to attain the Sunshine State Standards through their curriculum.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

   i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

   ii. Failure to meet generally accepted standards of fiscal management.

   iii. Material violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

a. Failure to cure a material breach of any term or condition of this Charter after written notice of non-compliance;

Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;

b. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

c. Failure by the School to provide the District with access to records as required by law or this Charter;

d. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

e. Violation by the School of any court order pertaining to the operation of the School;

f. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

g. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

h. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

i. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

j. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

k. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

l. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).

m. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

n. Willfully or recklessly failing to manage public funds in accordance with the law;

o. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

p. Failure to maintain the minimum number of three Governing Board members for more than 30 days;

q. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification

provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
   i. Charter School Academic Achievement Goals shall be uploaded to the Sponsor's Monitoring Warehouse, Charters.Link, and shall include

academic goals for all students, including evidence-based strategies and interventions for subgroups as identified by Federal Indexes, as well as measures of progress towards goals.

4. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

5. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

    i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

6. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

7. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

8. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

9. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student

Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan.

The School shall provide summer school for grade 3 students who would otherwise be retained, at their own cost. The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades K through 5.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application. The school's enrollment will be based upon meeting the requirements set forth in Florida Statute section 1002.33.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe school officer;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;

4 Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.
7. The School will comply with Allyssa's Law and all other monthly requirements that must be entered in Charters.Link, including but not limited to monthly Threat Assessment Team Meetings, Active Assailant Drills, Fire Drills, and other safety measures required by Florida Statute. .

The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL). The School will be responsible to defend any and all Due Process Complaints and/or State Complaints for violations of FAPE and the IDEA. Any and all costs incurred by the School District in the defense of these claims will be paid by the School.

C. If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

D. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

E. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing

Board. If, at the 10-day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

F. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

G. Annual Enrollment

1. Preliminary Projected Enrollment: No later than Janurary 15 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide

to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not A nnual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal

or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records, and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:

(a) The due process hearing is conducted pursuant to applicable State laws

and rules.

(b) A final decision is reached; and

(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request, and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

J. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law, it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

N. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution

procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School by the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial

location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision

within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services

funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The

School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget
Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds

(including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax-exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

   i. Guarantee payment for any purchases made by the School;

   ii. Guarantee payment for any debts incurred by the School;

   iii. Guarantee payment for any loans taken out by the School.

   iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

   The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher

and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 921 63rd Ave. East, Bradenton, FL 34203 . The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall

automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

Reasonable Distance [for purposes of this Charter]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within two to four miles.

B. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

C. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

D. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings.

After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

- The school shall submit monthly bus inspection reports to the District via Charters.Link.
- The school shall participate in and submit bus evacuation drills twice per year, within the first 6 weeks of each semester via Charters.Link.
- The School will only use properly licensed and trained drivers that comply with all Florida and Federal guidelines.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's

personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above-described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault

of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self- insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and

Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account.

The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means

of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a [private employer/public employer] and [will/will not] participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing

Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change.

10. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change and entered into Charters.Link..

11. All newly appointed Governing Board members must complete a Level 2 screening prior to serving on the Governing Board at the cost of the school and entered into Charters.Link.

12. New governing Board members have 90 days to complete FDOE required governance training. Training Completion Certificates shall be submitted to ChartersLink within this time period

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those

services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

NONE.

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

This information shall be submitted annually via Charters.Link, signed by the school principal. Any changes that would reflect nepotism should be avoided and entered into Charters.Link immediately.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 workdays of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida

Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Bus Inspection Reports and FLDOT and Federal CDL compliance.

3. Active Shooter Drills and Threat Assessment Team Meeting Minutes

B. Quarterly
Governing Board Meeting agenda and Minutes

C. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit and proof of submittal checklist and audit reported to the Florida Auditor General.

3. Program Cost Report

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]

7. Dismissal Policies and Procedures [if materially revised]

8. Crisis Response Plan [if materially revised]

9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract [if materially revised]

12. Projected Enrollment [for subsequent school year]

13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District

15. Evidence of Insurance

16. Management Organization Agreement/Education Service Provider Contract [if materially revised]

17. Student Progression Plan [if materially revised]

18. Comprehensive Incident and Safety Management Plan

19. Emergency Management Plans

20. Reunification Plans

21. Other Reports or General Monitoring Documents as required by Florida Statute or changes in Legislation

22. Capital outlay spending reports

23. Teacher Salary Increase Allocation Starting teacher allocation spending reports

D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the

School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third-party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Visible Men Academy, Inc.
Attn: Governing Board Chair
921 63rd Ave. East,
Bradenton, FL 34203

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent
215 Manatee Avenue West
Bradenton, Florida 34205

Office of the General Counsel
215 Manatee Avenue West
Bradenton, Florida 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: _____ April 18, 2023
Naiema Frieson, Board Chair Date

ATTESTED:

By: _____ 04/18/2023
Janjay Gehndyu, Principal Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chad Choate III, Board Chair Date

ATTESTED:

By: _____
Cynthia Saunders, Superintendent Date

APPROVED AS TO FORM:

By: _____
Mitchell Teitelbaum, Esq. Date

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

AGENDA ITEM NO. 14.7

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Charter School Contract for Manatee School of Arts and Sciences Charter School Renewal Contract for the 2023-2028 School Years

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Manatee School of Arts and Sciences Charter School has been in operation in Manatee County since the 1997 school year, serving students in grades K-5 with approximately 129 students. The current contract for Manatee School of Arts and Sciences Charter School expires on June 30, 2023.

Manatee School of Arts and Sciences Charter School is recommended for a 5-year renewal contract beginning July 1, 2023-June 30, 2028.

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 Charter School Contract for Manatee School of Arts and Sciences Charter School Renewal Contract for the 2023-2028 School Years.

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. Manatee School of Arts and Sciences Charter School will receive any remaining FTE and other appropriate funds for the K-5 program.

Contact

Submitting Department: District Support Services
Initiated By: Dr. Valerie Hyer

Attachments:
2101 MSAS Final Contract 05.23.2023

Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER entered into as of the __ day of _____ 2023 by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida

and

MANATEE SCHOOL OF ARTS AND SCIENCES 3700 32nd Street West, Bradenton, FL 34205

a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Manatee School of Arts and Sciences.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by both parties.

2. Term. The term of this Charter shall be five (5) years commencing on July 1, 2023 and ending on June 30, 2028 unless terminated sooner as provided herein or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff.

   i. The charter school will follow SDMC Policy, Florida Statute and applicable Federal Laws with regard to charter amendment requests and will advise in writing any construction that will take place on their facility or at any other proposed location prior to the permitting process.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at

least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum

1. Any material changes to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

   The School will teach curriculum that does not violate State or Federal law, including but not limited to House Bill 7. The School will ensure that students are able to attain the Sunshine State Standards through their curriculum.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

   i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance established pursuant to Section 2A of the Charter.

   ii. Failure to meet generally accepted standards of fiscal management.

iii. Material violation of law.

iv. Other good cause shown, which may include, but is not limited to, any of the following:

a. Failure to cure a material breach of any term or condition of this Charter after written notice of non-compliance;

Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;

b. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

c. Failure by the School to provide the District with access to records as required by law or this Charter;

d. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

e. Violation by the School of any court order pertaining to the operation of the School;

f. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

g. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

h. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

i. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

j. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

k. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

l. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).

m. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

n. Willfully or recklessly failing to manage public funds in accordance with the law;

o. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

p. Failure to maintain the minimum number of three Governing Board members for more than 30 days;

q. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication by an administrative law judge or by a final adjudication and mandate by the appellate court if an appeal to the appellate court is filed, the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.

ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification

provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation and court order.

2. Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

1. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

2. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
   i. Charter School Academic Achievement Goals shall be uploaded to the Sponsor's Monitoring Warehouse, Charters.Link, and shall include

academic goals for all students, including evidence-based strategies and interventions for subgroups as identified by Federal Indexes, as well as measures of progress towards goals.

3. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

    i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

5. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

6. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

7. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

8. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student

Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will adopt the Sponsor's student progression plan.

1. The School shall provide summer school for grade 3 students who would otherwise be retained, at their own cost.

2. The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades K through 5.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application. The school's enrollment will be based upon meeting the requirements set forth in Florida Statute section 1002.33.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe school officer;
2. Section 1006.07(7), relating to threat assessment teams;

3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.
7. The School will comply with Alyssa's Law and all other monthly requirements that must be entered in Charters.Link, including but not limited to monthly Threat Assessment Team Meetings, Active Assailant Drills, Fire Drills, and other safety measures required by Florida Statute.

The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

B. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL). The School will be responsible to defend any and all Due Process Complaints and/or State Complaints for violations of FAPE and the IDEA. Any and all costs incurred by the School District in the defense of these claims will be paid by the School.

C. If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

D. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

E. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly

advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10-day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

F. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

G. Annual Enrollment

1. Preliminary Projected Enrollment: No later than January 15 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

H. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned to the District's records retention department.

6. Upon termination or closure of the School, all student education records, and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

   Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

   Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:
(a) The due process hearing is conducted pursuant to applicable State laws and rules.
(b) A final decision is reached; and
(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request, and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

J. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

K. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be

invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law, it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

M. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School

and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

N. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data

that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School by the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services

from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not

be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision

within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to

the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed and submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item

location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax-exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30.

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

   i. Guarantee payment for any purchases made by the School;

   ii. Guarantee payment for any debts incurred by the School;

   iii. Guarantee payment for any loans taken out by the School.

   iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

   The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 3700 32nd Street East, Bradenton, FL 34205. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

Reasonable Distance [for purposes of this Charter]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within two to four miles.

B. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

C. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

D. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

- The school shall submit monthly bus inspection reports to the District via Charters.Link.
- The school shall participate in and submit bus evacuation drills twice per year, within the first 6 weeks of each semester via Charters.Link.

- The School will only use properly licensed and trained drivers that comply with all Florida and Federal guidelines.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $1,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above-described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. <u>Applicable to All Coverages the School Procures</u>

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its

members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.

2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self- insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account.

The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly

performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.
The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. Other than as disclosed below in s. 10(f), no member of the Governing Board or their immediate family appointed following the execution of this Charter will receive compensation, directly or indirectly from the School or the School's operations. Other than as disclosed below, in s. 10(f), no School or management company employee, or his or her spouse, hired following the execution of this Charter shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change.

10. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change and entered into Charters.Link.

11. All newly appointed Governing Board members must complete a Level 2 screening prior to serving on the Governing Board at the cost of the school and entered into Charters.Link.

12. New governing Board members have 90 days to complete FDOE required governance training. Training Completion Certificates shall be submitted to Charters.Link within this time period.

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the

management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

Linda Brand, Registrar, wife of Board Chair Jim Brand

Jim Brand shall be excluded from any Board review, supervision of or decision-making related to the employment of Linda Brand.

Jessica Jones, Educator, wife of Principal, Clinton Jones

Clinton Jones shall be excluded from any review, supervision of or decision-making related to the employment of Jessica Jones. Jessica Jones' performance shall be reviewed by other supervisory personnel at the School.

If the relative is employed after execution of this Charter, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

This information shall be submitted annually via Charters.Link, signed by the school principal. Any changes that would reflect nepotism should be avoided and entered into Charters.Link immediately.

F. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

G. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 workdays of hiring, granting leaves of absence, or terminating teachers.

H. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

I. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors,

pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

J. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Bus Inspection Reports and FLDOT and Federal CDL compliance.

3. Active Shooter Drills and Threat Assessment Team Meeting Minutes.

B. Quarterly

1. Governing Board meeting agenda and minutes.

C. Annual

1. Annual Student Achievement Report.

2. Annual Financial Audit and proof of submittal checklist and audit reported to the Florida Auditor General..

3. Program Cost Report.

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct [if materially revised]

7. Dismissal Policies and Procedures [if materially revised]

8. Crisis Response Plan [if materially revised]

9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract [if materially revised]

12. Projected Enrollment [for subsequent school year]

13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District

15. Evidence of Insurance

16. Management Organization Agreement / Education Service Provider [if materially revised]

17. Student Progression Plan [if materially revised]

18. Comprehensive Incident and Safety Management Plan.

19. Emergency Response Plan

20. Reunification Plans

21. Other Reports or General Monitoring Documents as required by Florida Statute or changes in Legislation

22. Capital outlay spending reports

23. Teacher Salary Increase Allocation Starting teacher allocation spending reports

D. The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

E. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third-party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Manatee School of Arts and Sciences Inc.
Attn: Governing Board Chair
3700 32nd Street West
Bradenton, FL 34205

Jesse M. Tilden, Esq.
General Counsel
431 12th Street West, Suite 204
Bradenton, Florida 34205
service@tildenprohidney.com

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent

215 Manatee Avenue West
Bradenton, Florida 34205

Office of the General Counsel
215 Manatee Avenue West
Bradenton, Florida 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of

the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy, it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: James Brand (May 25, 2023 10:40 EDT) May 25, 2023

James Brand, Board Chair/President Date

ATTESTED:

By: Desirae Thomas (May 25, 2023 10:36 EDT) May 25, 2023

Desirae Thomas, Board Secretary Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____

Chad Choate III, Board Chair Date

ATTESTED:

By: _____

Cynthia Saunders, Superintendent Date

APPROVED AS TO FORM:

By: _____

Mitchell Teitelbaum, Esq. Date

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

AGENDA ITEM NO. 14.8

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Charter School Contract for Manatee School for the Arts Charter School Renewal Contract for the 2023-2038 School Years

Executive Summary
Florida Statutes 1002.33 (7) 9 (b) provides that a charter may be renewed provided that a program review demonstrates that the criteria set forth in statue have been successfully accomplished and that none of the grounds for non-renewal has been documented. Manatee School for the Arts has been in operation in Manatee County since the 1998 school year, serving students in grades 6-12 with approximately 1896 students. The current contract for Manatee School for the Arts expires on June 30, 2023.

Manatee School for the Arts is recommended for a 15-year renewal contract beginning July 1, 2023-June 30, 2038.

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

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

Recommendation
The Superintendent recommends approval of the Charter School Contract for Manatee School for the Arts Charter School Renewal Contract for the 2023-2038 School Years.

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. Manatee School for the Arts Charter School will receive any remaining FTE and other appropriate funds for the 6-12 program.

Contact

Submitting Department: District Support Services
Initiated By: Dr. Valerie Hyer

Attachments:
2104 MSA CONTRACT FINAL SIGNED 5.30.23

Florida Standard Charter Renewal Contract

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

THIS CHARTER entered into as of the __ day of _____ 2023 by and between

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA, a body corporate operating and existing under the Laws of the State of Florida

and

RENAISSANCE ARTS AND EDUCATION, INC d/b/a MANATEE SCHOOL FOR THE ARTS, 700 Haben Blvd., Palmetto, FL 34221, a non-profit organization

Definitions

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter shall mean this Charter entered into between the School and the Sponsor.

County shall mean Manatee County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School shall mean Renaissance Arts and Education, Inc. d/b/a Manatee School for the Arts

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

Section 1

A. Application is Approved. The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter.

1. Effective Date. This Charter shall become effective on the date it is approved by both parties.

2. Term. The term of this Charter shall be fifteen (15) years commencing on July 1, 2023, and ending on June 30, 2038, unless terminated sooner as provided herein or extended pursuant to Section 1.B.2., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge has final order authority to rule on the dispute, including whether proposed provisions of the Charter violate the intended flexibility granted charter schools by statute.

3. Charter Modification. This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff. The charter school will follow Florida Statutes and applicable Federal Laws with regard to charter amendment requests and, to the extent practical, advise the District on new construction.

4. Charter Renewal. This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15th in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under s. 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review, but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to s. 1002.33(8)(a), Florida Statutes. By statute, a charter automatically renews with the same terms and conditions if notification does not occur at least 90 days before the end of the school year. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

5. Periodic Review and Evaluation. The Sponsor shall annually evaluate the Charter School on its performance and progress toward meeting the standards and targets included in this Charter, including academic achievement goals. If the term of this Charter exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the Governing Board of the School.

C. Education Program and Curriculum

1. Any material changes to the education program or curriculum as described in the approved Application or Charter requires Sponsor approval.

   The School will teach curriculum that does not violate State or Federal law, including but not limited to House Bill 7. The School will ensure that students are able to attain the Sunshine State Standards through their curriculum.

2. The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter.

3. The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically based reading research.

4. The School shall adopt the District's plan for English Language Learners, or implement an alternate District approved plan. If applicable, the School's plan for English Language Learners is attached hereto as Appendix 3. The plan must include sufficient information and detail to allow the Sponsor to determine legal sufficiency.

5. The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

D. Renewal, Non-Renewal, or Termination

1. Non-Renewal/Termination of this Charter. The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The sponsor may choose not to renew or may terminate the charter only if the sponsor expressly finds that one of the grounds set forth below exists by clear and convincing evidence:.

   i. Failure to participate in Florida's education accountability system created in s. 1008.31, as required in this section, or failure to meet the requirements for student performance stated in the Charter.

   ii. Failure to meet generally accepted standards of fiscal management due to deteriorating financial conditions or financial emergencies determined pursuant to s. 1002.345.

   iii. Material violation of law.

iv. The following provisions, but only to the extent the following provisions are a material violation of law apart from being a term of the charter contract:

a. Failure to cure a material breach of any term or condition of this Charter after written notice of non-compliance;

b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;

c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

d. Failure by the School to provide the District with access to records as required by law or this Charter;

e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

f. Violation by the School of any court order pertaining to the operation of the School;

g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;

i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;

j. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;

k. Failure by the School to provide the District with access to records as required by law or this Charter;

l. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;

m. Violation by the School of any court order pertaining to the operation of the School;

n. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Governing Board knew or should have known of the conduct underlying the conviction and failed to take corrective action;

o. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;

p. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;

q. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;

r. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).

s. Failure to make sufficient progress in attaining the student achievement objectives of the Charter established pursuant to Section 2.A. and the School's School Improvement Plan, if applicable, and a showing that it is not likely that such objectives can be achieved before the end of the Charter term;

t. Willfully or recklessly failing to manage public funds in accordance with the law;

u. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;

v. Failure to maintain the minimum number of three Governing Board members for more than 30 days;

w. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. The Sponsor shall notify the Governing Board in writing at least ninety days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing.

ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Charter.

3. The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(c), Florida Statutes.

Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned or leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in s. 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety or welfare of the students.

A charter may be terminated immediately if the sponsor sets forth in

writing the particular facts and circumstances demonstrating that an immediate and serious danger to the health, safety, or welfare of the charter school's students exists; that the immediate and serious danger is likely to continue; and that an immediate termination of the charter is necessary. The sponsor's determination is subject to the procedures set forth in paragraph (b), except that the hearing may take place after the charter has been terminated. The sponsor shall notify in writing the charter school's governing board, the charter school principal, and the department of the facts and circumstances supporting the immediate termination. The sponsor shall clearly identify the specific issues that resulted in the immediate termination and provide evidence of prior notification of issues resulting in the immediate termination, if applicable.

Upon receiving written notice from the sponsor, the charter school's governing board has 10 calendar days to request a hearing. A requested hearing must be expedited and the final order must be issued within 60 days after the date of request. The administrative law judge shall award reasonable attorney fees and costs to the prevailing party of any injunction, administrative proceeding, or appeal. The sponsor may seek an injunction in the circuit court in which the charter school is located to enjoin continued operation of the charter school if continued operation would materially threaten the health, safety, or welfare of the students. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Upon notice of termination or non-renewal, the School shall not remove any public property from the premises without written Sponsor approval.

E. Post Termination Provisions

1. If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. In the event of termination or non-renewal of this Charter, any and all leases existing between the District and the School shall be automatically canceled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. In the event of termination or non-renewal, any students enrolled at the School may be enrolled at their home District school, or any other school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the School, property and improvements of the Sponsor, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit: Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

F. General Statutory Requirements

1. The School shall not unlawfully discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal and State law.

2. Additionally, the School shall comply with those statutes that specifically apply to

charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

Section 2: Academic Accountability

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this charter.

A. Annual Objectives

1. By September 15 of each year the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data.

2. By September 15 of each year the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the District. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12)for the following student groups:
   i. Students scoring a level 1 on prior year assessment
   ii. Students scoring a level 2 on prior year assessment
   iii. Students scoring a level 3 or higher on prior year assessments
   iv. Students with disabilities
   v. English Language Learners

3. By October 15 of the first year of this Charter, the School shall provide its proposed academic achievement goals for the remaining years of the Charter to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved Application. If the School will not serve students in grades that participate in the statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.
   i. Charter School Academic Achievement Goals shall be uploaded to the Sponsor's Monitoring Warehouse, Charters.Link, and shall include academic goals for all students, including evidence-based strategies and interventions for subgroups as identified by Federal Indexes, as well as measures of progress towards goals.

4. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation. If the School and Sponsor cannot

agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

5. By October 15 of the second year of the School's operation, the School shall provide its proposed academic achievement goals for the remaining years of the Charter, up to a maximum of four years or the end of the current Charter term, whichever occurs first, using the same parameters and testing set forth in Section 2.A.3, above. Schools that have contracts in excess of five years shall resubmit proposed academic achievement goals every four years pursuant to the process described in this paragraph.

    i. The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

6. Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this Charter the Sponsor shall report such shortcomings to the School's Governing Board and FDOE.

7. The School and Sponsor may agree to adjust the goals through the same process set forth in Section 2.A., above.

8. Methods of Measurement: The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

9. School Improvement Plans: The School shall develop and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law. If the School is not required to submit a school improvement plan pursuant to Section 1002.33(9), Florida Statutes, but is identified by the Department (under the Every Student Succeeds Act) to be included in the list of comprehensive support and improvement (CS&I) schools or targeted support and improvement (TS&I) schools, it must develop and implement a school improvement plan approved by the Governing Board.

B. Assessments

1. State required assessments: All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments: Students may participate in any or all District assessment programs in which the District students in comparable grades or schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. If an IEP, 504 Plan or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services or support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor or proctor all aspects of the School's test administration, if the Sponsor deems it necessary.

5. The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

C. Student Promotion and Graduation: The School's student promotion policy shall be consistent with the provisions of the Application and applicable Florida law. The School will not adopt the Sponsor's student progression plan. If Middle grades are offered, the school shall be responsible and will provide credit recovery options for middle grades students who fail core academic courses (Language Arts, Math, Science, Social Studies). The School shall provide Credit Recovery Options to Grade 8 students during the school year, or summer following grade 8, as necessary, prior to promotion to high school, and all credit recovery in High School.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

Section 3: Students

A. The School is authorized to serve students in grades 6 through 12.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application. The school's enrollment will be based upon meeting the requirements set forth in Florida Statute section 1002.33.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2) (a), Florida Statutes. The School will not discriminate on the basis of race, gender, ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable state and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe school officers;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;

5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.
7. The School will comply with Allyssa's Law and all other monthly requirements that must be entered in Charters Link, including but not limited to monthly Threat Assessment Team Meetings, Active Assailant Drills, Fire Drills, and other safety measures required by Florida Statutes.

B. The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its governing board for approval. After the plan is approved by the governing board, it must be provided to the School's Sponsor.

C. The School shall make reasonable efforts, in accordance with federal law, to achieve a racial or ethnic balance reflective of the community it serves or within the racial or ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL). The School will be responsible to defend any and all Due Process Complaints and/or State Complaints for violations of FAPE and the IDEA, to the extent such complaints are not the result of the school district's actions or omissions. Any and all costs incurred by the School District as a result of actions by the charter school in the defense of these claims will be paid by the School.

D. If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to comply with federal requirements applicable to charter schools also considered to be an LEA.

E. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

F. Eligible Students

1. Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the School wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the Governing Board. If, at the 10-day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as provided for under the provisions of Section 3.F. of this Charter, the School shall, upon

request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures and enrollment preferences the School will utilize.

3. Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

4. If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

5. A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

6. Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

G. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

H. Annual Enrollment

1. Preliminary Projected Enrollment: No later than January 15 of each year, the School shall provide to the Sponsor the School's Preliminary Projected Enrollment for the following school year. The Preliminary Projected Enrollment shall not constitute a cap on the School's enrollment for the following school year.

2. Annual Enrollment Capacity: The Annual Enrollment Capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this Charter, or a date otherwise agreed

to by the Sponsor and School, the proposed Annual Enrollment Capacity for the subsequent school year. Disagreements between the Sponsor and the School relating to Annual Enrollment Capacity will be resolved using the dispute resolution provisions in this Charter and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session. The Annual Enrollment Capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the Governing Board.

3. Final Enrollment Projection: No later than June 1 of each year, the School shall provide to the Sponsor the School's Final Enrollment Projection for the upcoming school year. For purposes of this Charter, Final Enrollment Projection is not Annual Enrollment Capacity, but is the School's projection for how many students will be enrolled when the school year begins and will serve as the basis for initial FEFP payments.

I. Maintenance of Student Records as Required by Statute

1. The School shall maintain confidentiality of student records as required by federal and state law.

2. The School will maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, will be immediately transferred to the District in accordance with Florida Statutes. Records will be transmitted to the District's records retention department.

4. Records of student progress (Category B) will be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. Upon the withdrawal of a student from the School, the School will retain the student's original records, except that such records will be immediately transferred to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year all inactive student records will be returned

to the District's records retention department.

6. Upon termination or closure of the School, all student education records, and administrative records shall be transferred immediately to the Sponsor's records retention office for processing and maintenance.

7. The School will comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. The Sponsor will ensure that all student records will be provided immediately to the School upon request and upon enrollment of students in the School from a District school.

9. The School must maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

J. Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (l) of the Florida Statutes, and Chapter 6A- 6 of the Florida Administrative Code. This includes, but is not limited to:

1. A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. Free appropriate public education (FAPE).

3. Individual Educational Plans (IEP's), to include an annual IEP meeting with the student's family.

   Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

   Those students, whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the School access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the Sponsor must designate which individual or employment position at the School will serve as LEA representative and must provide such individual with training required to serve as LEA representative.

4. Due Process Hearing:

i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.

ii. Due process hearing requests shall be forwarded to the Sponsor's ESE Director and the District's General Counsel within one (1) school day of receipt.

iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.

iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.

v. The Sponsor shall ensure that:
(a) The due process hearing is conducted pursuant to applicable State laws and rules.
(b) A final decision is reached; and
(c) A copy of the decision is mailed to the parties.

vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request, and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

K. ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement; and other supports and services as agreed to by the School and the District.

L. English for Speakers of Other Languages: Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs), or an alternate plan that has been approved by the Sponsor. The School shall be

invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

M. Dismissal Policies and Procedures

The School shall implement the withdrawal policies as described in the approved Application or subsequently submitted to and approved by the Sponsor. If the School materially revises the withdrawal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised withdrawal policies violate applicable law, it shall provide the School with written notice within 30 days. The School shall have the opportunity to resubmit.

Upon the School's decision to implement withdrawal, the School shall refer the student to the District for appropriate placement with the District. Withdrawal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where withdrawal is initiated, the parents will receive written notice of the withdrawal including the reasons for withdrawal and a summary of the actions taken to assist the student prior to withdrawal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester breaks) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for material violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for student with disabilities.

The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents or guardians withdraw students from the School.

N. Student Code of Conduct, Suspension and Expulsion

The School will maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School will report each month to the District the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it will not engage in the corporal punishment of students. Students recommended for expulsion or placement in an alternative school will be referred to the Sponsor for appropriate disposition. If the student remains enrolled at the School while placed at an alternative school, costs for the alternative school charged to the School, if any, will not exceed the Sponsor's actual cost for such student unless mutually agreed to by the School

and Sponsor in a contract negotiated separately from the Charter. Students with disabilities shall be afforded a manifestation determination if required by the Individuals with Disabilities Education Act.

O. School or Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually. The Sponsor shall approve the proposed Parent Contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the Parent Contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

Section 4: Financial Accountability

A. Revenue: State and Local

1. Basis for Funding: Student Reporting

i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.

ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

iii. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data

that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the Sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.

iv. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.

v. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

vi. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy, if applicable

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law

3. Fees to be Charged to the School by the District.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in

section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The District shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

i. The Sponsor shall calculate and submit twelve (12) monthly or twenty- four bi-monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) or one twenty-fourth (1/24) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15.

ii. For each year of the Charter, monthly payments will be calculated as follows:

a. July through October payment shall be based on the School's Final Projected Enrollment as determined under the provisions of Section 3.F. of this Charter, if a minimum of 75 percent of the Final Projected Enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, or if the School's enrollment exceeds its Projected Enrollment, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.

b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the School for the remainder of the fiscal year.

c. Payments will be adjusted retroactively for prior period adjustments.

iii. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the Annual Enrollment Capacity for the school year (whichever is less). In the event that the required county or municipality facility permits do not indicate a facility capacity, the School must submit a letter from

the architect of record certifying the capacity of the facility.

iv. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency. Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.

b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.

v. The District shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Charter, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the District receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the District, or the due date set forth in this Charter, the District shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state-approved depository specified and approved by the Governing Board at a public meeting.

Notwithstanding the foregoing, distribution of FTE funds may

be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

i. The School's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
ii. The School's annual financial audit as required by section 218.39, F.S and this Charter.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the School on a monthly basis for all invoices submitted by the School for federal funds available to the Sponsor for the benefit of the School, the School's students, and the School's students as public students in the District. If the School elects to receive funds in lieu of services, the following provisions apply:

1. The Sponsor shall provide to the School by July 15 of each year, or at other times of the school year if other federal funds become available, a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's Final Projected Enrollment as provided for in 3.F. of this Charter or other data as applicable to the federal funds to be allocated.

2. The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. The School shall submit invoices by the 15th of each month to receive reimbursement for allowable expenses incurred during the prior month. The

School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly or quarterly financial statements.

4. The Sponsor shall reimburse the School within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal Grants

The School agrees to comply with the District's rules, policies and procedures for federal

and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent

2. Submitting a grant application executive summary and grant description for each such grant processed and also submitting an annual end-of-the-year Grant Final Report.

3. Ensuring that all grant indirect costs are appropriated, if allowed, to the district for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application

If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.

2. Distribution

Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition or Fees

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30) days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adoption of the budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than August 30, for the fiscal year.

2. Amended Budget
Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Record

The School shall use the standard state format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statutes.

3. Financial Reports

i. Monthly or Quarterly Financial Reports

The School will submit a monthly or quarterly, as applicable, financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly or quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, no later than the last business day in July.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide a copy of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

v. Form 990, if applicable

The School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax-exempt status as a 501(c) (3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Charter, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. The School's fiscal year shall be July 1 – June 30.

5. If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law.

H. Financial Management of School

1. The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. The School shall adhere to any additional applicable financial requirements mandated by State or Federal laws and regulations.

3. Notwithstanding anything else herein to the contrary, the Sponsor shall not

i. Guarantee payment for any purchases made by the School;

ii. Guarantee payment for any debts incurred by the School;

iii. Guarantee payment for any loans taken out by the School.

iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with

the School, including but not limited to, the amount of any lease payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

I. Description of Internal Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

Section 5: Facilities

A. The School shall be located at 700 Haben Blvd., Palmetto, FL 34221. The School must provide a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's opening. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Charter. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility if such approval is required.

Any proposed change in location or an additional location must be provided in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students and staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of instruction the School shall ensure that the required number of instructional hours is provided.

B. The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the District with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. In the event the School is dissolved or is otherwise terminated, all property of the Sponsor and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the Sponsor, subject to complete satisfaction of

any lawful liens or encumbrances. Any unencumbered public funds from the School, Sponsor property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the School, shall be held in trust upon the Sponsor's request, until any appeal status is resolved.

D. If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. The School shall not display any religious or partisan political symbols, statues or artifacts, on the property and facilities where the School will operate.

Section 6: Transportation

A. The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statues, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, or parents.

Reasonable Distance [for purposes of this Charter]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within two to four miles.

B. The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

C. The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review and approval. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

D. If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s), so that the School, on its own, or through the Sponsor, at the School's expense, may participate in any proceedings to challenge or appeal such audit findings.

After final disposition of any appeals, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

- The school shall submit monthly bus inspection reports to the District via Charters.Link.
- The school shall participate in and submit bus evacuation drills twice per year, within the first 6 weeks of each semester via Charters.Link.
- The School will only use properly licensed and trained drivers that comply with all Florida and Federal guidelines.

Section 7: Food Services

The School shall provide food services to its students consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

Section 8: Insurance & Indemnification

A. The School agrees to provide the following proof of insurance:

1. Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of $2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed $25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Charter;

2. General liability coverage written on an occurrence form with minimum policy limits of $1,000,000.00 per occurrence and an aggregate limit of $2,000,000.00;

3. Business automobile coverage with the same limits as general liability.

B. Property insurance shall be secured for buildings and contents. Property Insurance coverage for the "Building" includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises. If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment and machinery used in the School.

C. The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond and Crime Coverage: The School shall purchase Employees Dishonesty or Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million ($1,000,000) dollars per loss/two million ($2,000,000) dollars annual aggregate. In lieu of Employee Dishonesty or Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. No later than 30 days prior to the opening of school, the School shall furnish the District with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above-described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions

related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverages: The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of/ the School.
2. Deductibles and Retention: Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self- insurance retention.
3. Liability and Remedies: Compliance with the insurance requirements of this Charter shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Charter or otherwise.
4. Subcontractors: The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.
5. Waiver of Subrogation: All policies will be endorsed for waiver of subrogation in favor of the Sponsor.
6. Defense outside the limits: Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs outside the limits". This term ensures that limits are available to pay claims rather having attorney's fees erode the available claim dollars.

J. The District agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the District's members, officers, employees or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the District's material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the District or required by the District to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, the District and the School do not waive

sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action: The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a "third-party claim") and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account.

The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

   The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Charter.

2. Notice of Cancellation

   The evidence of insurance shall provide that the District be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal or Replacement
   Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the District with evidence of the renewal or replacement of the insurance no less than thirty (30) days before the expiration or termination of the required insurance for which evidence was provided.

Section 9: Governance

A. Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The general direction and management of the affairs of the School shall be vested in the Governing Board with a

minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. A majority of those members of the Governing Board present shall be necessary to act. Members of the Governing Board may attend in person or by means of communications media technology used in accordance with rules adopted by the Administration Commission under s. 120.54(5), Florida Statutes. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the School is located and may be a Governing Board member, employee of the School, or individual contracted to represent the Governing Board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and posted prominently on the School's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least two public meetings per school year within the District. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the School's operations. The appointed representative and the School's principal or director, or his or her equivalent, must be physically present at each meeting.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a [private employer/public employer] and [will/will not] participate in the Florida Retirement System.

B. The School shall be organized as a Florida nonprofit organization.

C. The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and

the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. The Governing Board shall exercise continuing oversight over the School's operations and will be held accountable to its students, parents or guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4 The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. The Governing Board shall adopt procedures for a parent to notify the principal, or his or her designee, regarding concerns about a student's health, safety, or welfare, including concerns involving the student welfare provisions described in section 1001.42(8)(c)1.-6., Florida Statutes. The Governing Board shall also adopt procedures to resolve concerns under the student welfare provisions in section 1001.42(8)(c)1.-6., Florida Statutes, within seven calendar days after notification by the parent and within a reasonable timeframe for other concerns.

8. No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his or her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter.

9. Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change and entered into Charters.Link.

10. All newly appointed Governing Board members must complete a Level 2 screening prior to serving on the Governing Board at the cost of the school and entered into Charters.Link.

11. New governing Board members have 90 days to complete FDOE required governance training. Training Completion Certificates shall be submitted to ChartersLink within this time period.

D. The School shall allow reasonable access to its facilities and records to duly authorized representatives of the District. Conversely, the District shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. All equipment and furnishings that are purchased with public funds will be the

property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Charter or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. The management organization will perform its duties in compliance with this Charter.

F. Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

Section 10: Human Resources

A. The School shall select its own personnel.

B. The School's employment practices shall be nonsectarian.

C. The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Employees of the School may participate in professional development activities offered by the District. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. The School may not employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. This Charter makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the Governing

Board, superintendent, Governing Board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

None. School will notify the district if a relative is employed after execution of this Charter within 10 business days of the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, pursuant to section 1002.33(24), Florida Statutes.

This information shall be submitted annually via Charters.Link, signed by the school principal.

G. The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. The School shall disclose to the parents the qualifications of its teachers in the manner required by law. The School shall provide to the District, prior to the opening of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the District within 3 workdays of hiring, granting leaves of absence, or terminating teachers.

I. The School shall implement policies and procedures for background screening of all prospective employees, volunteers and mentors.

J. The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his or her designee. No School employee or member of the Governing Board may be on campus with students until his or her fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment

of that individual.

K. The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

Section 11: Required Reports and Documents

The Sponsor and School shall agree upon submission deadlines for the following required documents.

A. Monthly

1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)

2. Bus Inspection Reports and FLDOT and Federal CDL compliance.

3. Active Shooter Drills and Threat Assessment Team Meeting Minutes.

B. Quarterly

1. Governing Board meeting agenda and minutes.

C. Annual

1. Annual Student Achievement Report

2. Annual Financial Audit and proof of submittal checklist and audit reported to the Florida Auditor General.

3. Program Cost Report

4. Annual Inventory Report [capital purchases with public funds]

5. Policies and Procedures of the school [if materially revised]

6. School based Student Code of Conduct MSA has their own SCC

7. Dismissal Policies and Procedures [if materially revised]

8. Crisis Response Plan [if materially revised]

9. Employee Handbook [if materially revised]

10. Current List of members of the Governing Board and Principal

11. School's Parental Contract [if materially revised]

12. Projected Enrollment [for subsequent school year]

13. Capacity [for subsequent school year]

14. School Calendar [for subsequent school year] if different than the District

15. Evidence of Insurance

16. Management Organization Agreement [if materially revised]

17. Student Progression Plan [] MSA has their own SPP

18. Comprehensive Incident and Safety Management Plan

19. Emergency Management Plan

20. Reunification Plans

21. Other Reports or General Monitoring Documents as required by Florida Statute or changes in Legislation

22. Capital outlay spending reports

23. Starting teacher allocation spending reports

The sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

D. In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

Section 12: Miscellaneous Provisions

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any

other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace: The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the Sponsor and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter: All representations and warranties made herein shall survive termination of this Charter.

H. Severability: If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary: This Charter is not intended to create any rights in a third-party

beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court except as otherwise provided for resolution of disputes pursuant to section 1002.33(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing and signed by an officer of the Governing Board or the Principal of the School. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

1. Notices to the School:

Renaissance Arts and Education, Inc. d/b/a
Manatee School for the Arts, Inc.
Attn: Governing Board Chair
700 Haben Blvd.
Palmetto, FL 34221

2. Notices to the Sponsor

The School Board of Manatee County, Florida
Attn: Superintendent
215 Manatee Avenue West
Bradenton, Florida 34205

Office of the General Counsel
215 Manatee Avenue West
Bradenton, Florida 34205

Notice may also be given by email to the email addresses provided by the parties subject to verbal or written confirmation of receipt.

Each of the persons executing this Charter represents and warrants that he or she has the

full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict Between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict or Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(c), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict or dispute resolution procedure.

The following dispute resolution process not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(7)(b), Florida

Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule as it is amended from time to time.

The Sponsor's policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the School responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

IN WITNESS WHEREOF, the parties hereto have executed this Charter, effective as of the day and year first above written:

SCHOOL

By: Charles W. Jones, Ph.D. 05/22/2023
President Date

Board Chair 05/22/2023
Date

ATTESTED:

By: Lisa Beckett 5/22/2023
Secretary Date

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____
Chad Choate III, Board Chair Date

ATTESTED:

By: _____
Cynthia Saunders, Superintendent Date

APPROVED AS TO FORM:

By: _____
Mitchell Teitelbaum, Esq. Date

Appendices

1. The Application
2. Governance Documents
3. ELL Plan, if different than Sponsors
4. Management Contract (if applicable)

AGENDA ITEM NO. 14.9

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of Advertising a Notice of Intent to Amend the Student Progression Plan, and Setting a Public Hearing on the Proposed Amendments at the Board Meeting Scheduled for July 25, 2023

Executive Summary
The School Board approved the current School District of Manatee County Student Progression Plan, which includes the promotion and remediation criteria for students in grades K through 12, on July 26, 2022. Each year the Florida Department of Education identifies elements required in District Student Progression Plans. The proposed revisions will reflect the District's updates to Student Progression, Elementary School, Middle School, High School and K-12 - Virtual Education. Approving the advertising and setting a Public Hearing assures compliance with the provisions of Section 120.54 (3) (a) 1, Florida Statutes.

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

Ready To Learn | Goal 1
Refine the elementary instructional model to strengthen the focus on foundational literacy skills in meeting each student's needs

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

Recommendation
The Superintendent recommends approval of advertising a notice of intent to amend the Student Progression Plan, and setting a public hearing on the proposed amendments at the board meeting scheduled for July 25, 2023.

Financial Impact
The cost to implement this agenda item will not exceed $250.00 for advertising in the newspaper. The funding source for this expenditure is the general operating fund and is included in the Board's approved budget for 2022-2023.

Contact
Submitting Department: Curriculum and Instruction
Initiated By: Shannon Fleming

Attachments:
2023-2024 SPP Redline Draft
2023-2024 SPP Change Summary

2023-2024

K-12



STUDENT PROGRESSION PLAN



Student Progression Plan Notice

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through 12. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes and current and local needs.

Changes may be made to the School District of Manatee County Student Progression Plan at any time pending new legislation or interpretation of legislation from the Florida Department of Education.

In the event of a situation which significantly alters the standard process for delivering education, such as natural disasters, pandemics, etc., the School District of Manatee County reserves the right to amend policies and procedures to allow for the continued education, articulation, and graduation of students.

For purposes of this document, pursuant to Florida Statute, "Parent" is either or both parents of a student, any guardian of a student, any person in a parental relationship to a student, or any person exercising supervisory authority over a student in place of the parent (FS 1000.21(5)).

For more information, see Florida Department of Education website – www.fldoe.org.

DRAFT

School District of Manatee County
215 Manatee Avenue West
Bradenton, Florida 34205
(941) 708-8770

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I. Admission and Enrollment

To enroll a student in school in the School District of Manatee County (SDMC), the parent must have physical custody of the student at least 50% of the time and certify ~~to~~ that fact on the enrollment form. The address of the enrolling parent will be used for purposes of pupil assignment to a school. If parents are separated or divorced, the student will not change schools when the student stays with the non-enrolling parent, unless there has been a documented change in custody.

For the purpose of this policy, the term "parent" is defined as either or both biological or adoptive parents of a student, or any legal guardian of a student. The term "legal guardian" includes any guardian established by court order or a guardian-in-fact established by the filing of a proper Guardianship Affidavit with the District. Step-parents have no legal rights regarding enrollment and school activities, unless guardianship to act on behalf of the spouse is established. A "change in custody" occurs when a child who was living with the enrolling parent at least 50% of the time, no longer lives with the enrolling parent at least 50% of the time. The enrolling parent will not be changed unless both parents agree, changes to the parenting plan or other legal documentation is presented expressly directing this change and/or there is a change of address outside of the zoned school boundary.

Any Florida student who resides outside of Manatee County who wishes to attend the School District of Manatee County must have permission from both the school district of his or her residence and the Manatee County School District. The Superintendent or designee is authorized to give ~~the~~ permission. Students must apply annually~~.~~; ~~A~~any student who receives permission prior to the start of the school year will be granted permission for the upcoming school year only. Any student receiving permission to attend after the first day of school will be granted permission to complete the current school year only. The student must maintain acceptable attendance, discipline, and academic requirements. The student does not have a property interest in attending the school, and the Superintendent may revoke the student's permission to attend at any time.

First Enrollment

Prior to the student's first day, the school must have received the documentation detailed below as required by Section 1003.21, Florida Statutes. ~~The~~ Enrollment at Manatee ~~S~~schools ~~Enrollment Form~~ may be ~~obtained~~ completed at~~from~~ the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). ~~Changes can only be made to this form by the enrolling parent.~~

Students may only be released from school to those who are listed ~~on~~ in the Pick-Up/Emergency Contact list ~~section of the Enrollment R~~completed during registration ~~Form~~. The enrolling parent is responsible for notifying the school of any updates or changes to the information given during~~on the enrollment~~ registration ~~form~~.

For ~~S~~students who are experiencing homelessness and do not have access to the required documents, please see the general information section 4.9 Homeless Students on page 12.

~~Students entering kindergarten must be five years of age on or before September 1st.~~

Florida Statute 1003.21 requires a child be five (5) years old on or before September 1st. Parents who provide a passport for proof of age must also provide documentation of proof of parentage, proof of legal custody and/or guardianship, or any other evidence that one is a parent as that term is defined under F.S. 1000.21(5). In the event that such documentation is not available, the person registering the child must present, at the time of registration, an affidavit sworn to by the parent, that he/she is the parent, legal guardian, or otherwise as defined by the statute above.

1. Verification of Age - One of the following documents must be provided:
    - An original or certified copy of child's birth certificate
    - A certificate of baptism, accompanied by parent's affidavit
    - An insurance policy
    - An original or certified copy of a religious ceremony certificate, accompanied by Parent's Affidavit
    - A passport
    - A copy of the student's school record
    - An affidavit of age sworn ~~to~~ by parent, accompanied by a medical practitioner's statement
2. Evidence of immunization against communicable diseases

Florida law (1003.22 F.S.) requires that students attending Florida schools, (public, private and charter) have the following documentation on file in their school health records:

- Physical exam (DH-3040 or equivalent) COMPLETED and SIGNED by a health professional who is licensed in Florida or in the state where the student resided at the time of the health examination, and who is authorized to perform a general health examination under such licensure. The exam must be completed within the 12 months prior to ~~your~~ thechild enrolling in a Florida School. Children are not admitted to school without a physical exam. Contact ~~your~~ a medical provider (doctor/clinic) for a school physical exam (DH-3040).
- Certificate of Immunization (DH 680) with all immunization dates/or disease date(s) completed and/or updated by the health care provider. Students entering the designated grade levels are required to show proof of these vaccines or a valid medical/religious exemption before entry into school.

3. Proof of Manatee County Residency -Schools will accept one of the following sets of documents:
    - A copy of a current water bill, electric bill, lease agreement, or proof of home ownership in parent's name, with address and name of parent/legal guardian as receiving the service
    - A copy of a Migrant Services Certificate of Eligibility
    - An official letter from company which is providing housing with name of parent (for example, migrant camp)
    - A residency letter from Project Heart Homeless Education Program to verify that a family is

deemed homeless under the McKinney-Vento Act

If the parent cannot provide one of the listed requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

4. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any special education records (such as IEP) that might assist in placement of students in the appropriate classes.

- Last ~~R~~report ~~C~~card
- Withdrawal Form
- ~~A 1st grader who attended a private kindergarten for a full year must provide p~~Proof of attendance and successful completion of kindergarten for a 1st grader who attended a private kindergarten for a full year
- Copies of any special education records ~~(~~such as evaluation reports, eligibility forms, IEP, 504, or EP.~~) that might assist in placement of students in the appropriate classes~~
- Transcripts are required for students with high school credit to determine progress toward graduation

Entry from another Manatee County School

Upon initial admission or entry from one attendance zone to another in SDMC, evidence of residence must be presented to the receiving school. All addresses are subject to verification by the School Board.

Parent must provide the following documents:

1. Manatee School Enrollment ~~Form.~~

   Manatee School Enrollment ~~Form~~ may be ~~obtained~~ completed at ~~from~~ the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). Changes can only be made ~~to this form~~ by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section ~~of the Enrollment Registration Form~~. The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration.

2. Proof of Manatee County Residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility

- An official letter from company which is providing housing with name of parent (for example, migrant camp)
- A residency letter from Project Heart Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address
- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

3. Withdrawal form from previous school.

Entry from a Public or Private School ~~W~~within Florida

Parent must provide the following documents:

1. Manatee School Enrollment ~~Form~~

   Manatee School Enrollment ~~Form~~ may be ~~obtained~~ completed at ~~from~~ the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). Changes can only be made ~~to this form~~ by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration ~~Form~~.

   The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration ~~form~~.

2. Proof of Manatee County residency – Schools will accept one of the following documents:

   - A copy of a current water/electric bill, lease agreement, proof of home ownership in parent's name, with address and name of parent
   - A copy of a Migrant Services Certificate of Eligibility
   - An official letter from company which is providing housing with name of parent (for example, migrant camp)
   - A residency letter from Project ~~Heart~~ HEART Homeless Education Program to verify that a family is deemed homeless under the McKinney-Vento Act

If the parent cannot provide the above requirements, all of the following are required:

- A notarized statement from the owner/lessee of the home where they are living, stating the names of all people residing at the address

- A current utility bill (power or water) with the owner/lessee's name and address
- A government issued ID with the new address or processed USPS change of address documentation

Contact the Office of Student Assignment at (941)708-4971 for additional options.

Falsification of address can make a student ineligible for high school athletics for one (1) calendar year.

3. Withdrawal form from previous school.

4. Academic History

The School District of Manatee County strongly encourages the enrolling parent to provide copies of any special education records (such as IEP) that might assist in placement of students in the appropriate classes.

- Last ~~R~~report ~~C~~card
- Withdrawal Form
- ~~A 1st grader who attended a private kindergarten for a full year must provide~~ pProof of attendance and successful completion of kindergarten for a 1st grader who attended a private kindergarten for a full year
- Copies of any special education records ~~(~~such as evaluation reports, eligibility forms, IEP, 504, or EP.~~) that might assist in placement of students in the appropriate classes~~
- Transcripts are required for students with high school credit to determine progress toward graduation

Entry from Home Education

Students who are participating in a home education program may be admitted to SDMC on a full-time or part-time basis. The student seeking entry must meet the same registration requirements as full-time students [F.S. 1002.41]. Students transferring to SDMC from home education as ~~a~~ full-time students must have documentation to verify academic history in the form of a transcript, annual evaluation, or portfolio as outlined in section 1002.41 F.S. Home education students must register for all courses prior to the start of the semester they will attend. Home education students who are excluded from a class because the course is not offered or due to space limitations at their zoned school may be assigned to another school if there is available space.

The school principal will establish the time and place for arrival and departure of home education students. SDMC is not responsible for the transportation of students in a home education program to or from the school. Students who attend on a part-time basis are subject to all applicable rules and regulations pertaining to full-time students. Students who are participating in a home education program may participate in extracurricular activities. Participation is on a space available basis, and students must meet the same registration requirements as full-time students [F.S. 1002.20(18)(b)].

Over-~~-~~Age Students Who Interrupt Their Education

The following procedures are to serve as a guide for appropriate placement. The final decision will be made

by the school principal of the regular school and the Supervisor of Alternative Education.

1. Except as provided in (4), (5), (6), and (7) below, a student seventeen years of age or older who has interrupted his or her high school education and who subsequently desires to enroll in Manatee County Public Schools may enroll in county adult programs or alternative programs. The student may not enroll in a regular high school except in extenuating circumstances approved by the principal of the regular school and the Supervisor of Alternative Education. The principal will determine if enrollment is appropriate. Parents of students who are not enrolled may appeal the principal's decision to the Executive Director of Secondary Education.

2. Except as provided in (4), (5), and (6) below, students may not enroll in or continue in a regular high school for more than eight semesters, unless the principal approves the enrollment beyond eight semesters. The principal will consider the reason the student wants to continue high school, the educational progress to date, and the student's commitment to education. If the principal does not approve enrollment in the regular high school beyond the eight semesters, the student may enroll in county adult programs or alternative programs. The semester count begins the first semester a student enrolled in ninth grade at any public or private school.

3. Except as provided in (4) below, students may not enroll in or continue in a regular high school if they cannot earn the number of required credits to graduate by their 20th birthday. The student may enroll in county adult programs or alternative programs.

4. For students with disabilities who have not graduated with a Standard Diploma, the district will provide services until the end of the school year in which the student turns 22 years old, providing that the student was 21 years old on the first day of school.

5. English Language Learners (ELL) who have completed the credits required for graduation and who have failed to meet the 10th grade standards as measured by the required state assessments shall be eligible for compensatory education for "a thirteenth year" as provided in Section 1003.43.F.S.

6. If a foreign-born ELL student without records enters school, the student must be placed age appropriately (14= 9th grade, 15= 9th or 10th grade, 16=10th grade, and 17=11th grade), and the Uniform Transfer Records Guideline Verification Process must be followed.

7. Per the State of Florida Consent Decree and the Office of Civil Rights, no student may be denied enrollment in the regular high school program on the basis of refugee status or limited English proficiency. Students who qualify for ELL services must be placed age appropriately if no official transcript is available.

8. Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records Guidelines.

School Choice Options

The School Choice Program shall provide an opportunity for all students in Manatee County to apply for assignment to any district school that is within the designated elementary cluster or middle school region of

the student's zoned school as determined by the address of the student's parent. Approval of School Choice applications will be by school, program, and building capacities as well as the Board's goal of maintaining a student population at every district school which reflects the district's overall socio-economic distribution of population.

Applications to participate in the Voluntary School Choice Controlled Open Enrollment Program shall be available at all school sites via the parent kiosk and through the parent portal and the Office of Student Assignment during the School Choice Open Enrollment period. This applicationform shall be completed by the student's enrolling parent and submitted to the designated office prior to the close of the School Choice Open Enrollment period. Students who have been approved through the Choice process to attend a school out of their assigned area will be governed by the following rules:

1. High school athletic eligibility at the Choice school will be determined according to the provisions of the Florida High School Athletic Association (FHSAA). If there is a question regarding the eligibility of any student, FHSAA procedures shall be followed.
2. Students receiving School Choice are approved through the completion of the highest grade level at that school. The Choice school, therefore, becomes the student's assigned district attendance school. However, the principal may recommend that the student be withdrawn and returned to his/her home zoned school for severe attendance or disciplinary issues. The principal's recommendation is subject to review by the District Administrative Appeals Committee.
3. Students who are approved for Choice are expected to continue in attendance at the Choice school throughout at least one school year and may then apply for a different school, including their original boundary assigned school, but only through application during the School Choice Open Enrollment period.
4. Other School Choice options include: Hardship Transfers, Home Education, Manatee County Virtual Programs, and Enrollment in Charter Schools.
5. Students can only be in attendance at one school as assigned by the Office of Student Assignment other than being enrolled in a virtual or home school program.

Homeless Students

Homeless students are children and youth who lack a fixed, regular, and adequate nighttime residence and include children who are:

1. Sharing the housing of others due to loss of housing, economic hardship, or a similar reason;
2. Living in motels, hotels, travel trailer parks, or camping grounds due to the lack of alternative accommodations;
3. Living in emergency or transitional shelters or abandoned in hospitals;
4. Sleeping in a place that is not ordinarily used as a sleeping place for human beings;

5. Living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings;

6. Migrant and living in one of the above.

Homeless children and youth shall be immediately enrolled even if the student is unable to provide documents that are typically required for enrollment, such as previous academic records, records of immunization and other health records, proof of residency, or other documentation. Enrollment means permitting the student to attend classes and participate fully in school activities. Although the McKinney Vento Act is silent on the definition of "immediate", the standard dictionary definition is "without delay". ~~T~~; therefore, the student must begin attending classes and participating fully in school activities without delay. Generally, that would mean the same or the following day. Families claiming to be homeless and needing enrollment assistance should be referred to Project HEART Homeless Education Program, and the family will be provided with a residency letter for proof of residency.

Homeless children and youth shall be immediately enrolled even if students are unable to produce immunization or other required health records, recognizing that families and youth who are homeless are frequently unable to obtain and keep copies of records. The vast majority of homeless students have been enrolled in school before and have had required immunizations. These records should be a part of their school records. Since the enrolling school is required to contact the previous school for records, the information should be available quickly. The enrolling school and the District Homeless Liaison should work together to get immunization records as soon as possible. If a student has not had immunizations, initial doses should be administered as soon as possible. Families claiming to be homeless and needing to enroll without immunization records and/or a physical examination should be referred to Project HEART Homeless Education Program, and the family will be provided with a 30-school day waiver ~~in order~~ to help them acquire~~d~~ the necessary documentation for their records.

Unaccompanied children and youths~~,~~ not in the physical custody of a parent~~,~~ and living in homeless situations are defined as unaccompanied homeless students. Unaccompanied ~~H~~homeless students have the right to self-enroll and should be referred to Project HEART Homeless Education Program for enrollment assistance and other services.

When it is in the student's best interest and it is the wish of the parent, or it is the wish of an unaccompanied youth, homeless students can continue to attend the school of origin. The school of origin means the school that the student attended when permanently housed~~,~~ or the school in which the student was last enrolled. Formerly homeless students can also continue at the school of origin for the remainder of the school year in which they obtain permanent housing.

If the District Homeless Liaison assigns a homeless student to a school other than the school of origin, a written explanation must be provided to the parent, including the right to appeal the decision.

If there is a dispute regarding school selection or enrollment, the student shall be immediately admitted to the school of origin or assigned zone school as requested by the parent and transportation provided to and from the school of origin, pending resolution of the dispute.

The case must be referred to Project HEART Homeless Education Program to ensure the resolution process is carried out as quickly as possible. Project HEART Homeless Education Program will convene a review committee including a representative from the transportation department and the Superintendent's designee.

Parents may appeal an unfavorable decision to the Supervisor of Student Assignment. The decision of the Supervisor of Student Assignment may be appealed to the Superintendent who is vested with the authority to place students in the school which is in their best interest. The Superintendent will render the final local decision concerning school placement. Parents have the right to appeal to the Florida Department of Education.

Transportation will be provided for a homeless student to and from the school of origin for the remainder of the school year. Homeless students needing transportation assistance to school of origin should be referred to ~~p~~Project HEART Homeless Education Program.

Transfer Students from Out of Country

Students who transfer to a School District of Manatee County site without records should be placed age appropriately. The student's age on September 1 of the school year in which enrollment occurs should be used to determine "age" at entry. Coordination with the school-based ELL Committee is recommended to assist in issues regarding course placement for such students. Students cannot be denied access to free and appropriate education due to lack of academic records. If an out-of-country student without records enters school, the student must be placed age appropriately, and the Uniform Transfer of Records Guideline Verification Process must be followed.

Students who indicate "yes" on the Home Language Survey during enrollment must be assessed for language proficiency within the first 20 days of enrollment. Students eligible for English Language Learner (ELL) services are entitled to equal access to programs, such as early childhood, vocational, and adult education programs. ELL students should not be restricted for reasons related to limited English proficiency. Students must receive understandable instruction, not necessarily in their native language.

State Uniform Transfer of Credit Guidelines for Middle School

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (2) of this rule.

2. Validation of courses shall be based on performance in classes at the receiving school. A student

transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure, as outlined below.

3. Alternative Validation Procedure:

If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district's Student Progression Plan shall be used for validation purposes as determined by the teacher, principal, and parent.

a. ~~A p~~Portfolio evaluation by the principal or designee, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course;

b. Demonstrated performance in courses taken at other public or private accredited schools;

c. ~~A d~~Demonstrated proficiency on nationally-normed standardized subject area assessments;

d. ~~A d~~Demonstrated proficiency on the required state assessment; or

e. ~~A w~~Written review of the criteria utilized for a given subject provided by the former school.

State Uniform Transfer of Credit Guidelines for High School Credit Courses

The ~~procedures~~ guidelines for students transferring from out-of-state or out-of-country, including ELLs, into a Florida public school are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value. Credits for courses requiring an EOC will be accepted based on state statute.

If validation of the official transcript is deemed necessary, or the student does not possess an official transcript~~,~~ or is a home education student, successful completion of courses shall be validated through performance during the first grading period. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should earn a grade of "C" or better at the end of the first grading period in that course. ~~A student who meets this criterion will receive a Pass ("P") grade on the academic history for the validated courses, which has no impact on a student's GPA.~~ Students must be provided at least 90 days from date of transfer to prepare for assessment, if required. Students who ~~do~~are not ~~meet the~~ validat~~ion~~ed based on the performance requirement shall have courses validated using the Alternative Validation Procedure as described below:

a. Portfolio evaluation by the principal or designed, including samples of course work, subject area assessments, and standardized tests to show mastery of the standards for the course

b. Demonstrated performance in courses taken at other public or private accredited schools;

c. Demonstrated proficiency on nationally-normed standardized subject area assessments;

d. Demonstrated proficiency on the required state assessments or other required state assessment; or

e. Written review of the criteria utilized for a given subject provided by the former school.

Homeschool transfer student(s) must enter by the first semester of their 11th grade year to be included in class rank.

2. Students who enter a Florida public school at the 11th or 12th grade from out-of-state or from a foreign country shall not be required to spend additional time in a Florida public school in order to meet the high school course requirements if the student has met all requirements of the school district, state, or country from which they are transferring. However, to receive a Standard High School Diploma, a transfer student must earn a 2.0 grade point average and pass the required state assessment(s) or an approved alternative assessment. The approved alternative assessments are the PSAT, ACT and SAT.

3. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

4. A dependent child of a member of the United States Armed Forces, who enters a public school at the 12th grade level from out of state or from a foreign country and provides satisfactory proof of attaining a score on an approved alternative assessment that is concordant to a passing score on the required state assessment(s), has satisfied the assessment requirement for a Standard High School Diploma. In lieu of testing requirements for graduation in a school of the receiving state, states shall accept exit or end-of-course exams required for graduation from a school in the sending state or national norm-referenced achievement tests or alternative testing.

II. Withdrawals

Withdrawal to a School Outside of the District

Parents withdrawing a student from a School District of Manatee County site to another school district must complete a withdrawal form at the school. This form is a record of the student's grades up to the last date of attendance. All books must be returned~~,~~ and any fines resolved prior to withdrawal.

The enrolling school will request official records. ~~The registrar will send copies of the cumulative folder, a transcript (high school), and any other educational records pertinent to academic placement to the requesting school.~~ The registrar will scan the withdrawal form and any remaining hardcopy documents into Scribbles and direct the enrolling school to the Records Management website to request official records.

Withdrawal to a School within the District

Parents withdrawing a student from a School District of Manatee County site to another School District of Manatee County school must complete a withdrawal form at the school.

This form is a record of the student's grades up to the last date of attendance. All books must be returned~~,~~ and any fines resolved prior to withdrawal.

The enrolling school will request official records. ~~The registrar will send the cumulative folder and any other educational records pertinent to academic placement to the requesting school.~~ The withdrawing registrar will

scan the withdrawal form and any remaining hardcopy documents into Scribbles and advise the receiving registrar once complete. The enrolling registrar will submit a service desk ticket via the SSO to have the student transferred to their school in Scribbles.

III. Reporting and Notification

Annual Reporting

Each district must annually publish to the public and report in writing to the State Board of Education by September 1 of each year the following information on the prior school year:

1. the provisions of student progression and the district's policies and procedures on student retention and promotion
2. by grade, the number and percentages of all students in grades 3 through 10 performing at level 1 and 2 of the required English Language Arts (ELA) state assessment
3. by grade, the number and percentages of all students retained in grades 3 through 10
4. information on the total number of third grade students who were promoted or placed for good cause by each category of good cause
5. any revisions to the district's policy on student retention and promotion from the prior year.

The Department of Curriculum, Instruction, and Assessment ~~and Professional Learning~~ has the responsibility to ensure this information is printed prior to September 1st each year.

Allocation of Resources

Remedial and supplemental instructional resources must be allocated~~,~~ and spending prioritized as follows:

1. First, to students who are substantially deficient in Grades K- 3 Reading.
2. Second, to students who score below grade level on required state assessments, including:
    a. Students in grades 3-10 who score Level 1 or 2 on required state assessments in English Language Arts (ELA) or mathematics or who fail the End of Course (EOC) Exam;
    b. Students in grades 11-12 who do not meet the required state assessments or EOC graduation requirement in English Language Arts (ELA) or mathematics.
3. Third, to students who failed to meet the performance levels required for promotion.

Participation in District and State Assessments

All students in grades Pre-K through 12 must participate in Florida's statewide assessments and progress monitoring system as required by Florida Statute. District progress monitoring assessments are also administered to K-12 students at intervals throughout the year. Schools will participate in assessments for

learning as indicated in the District Assessment Schedule.

Reporting to Parents:

The district will provide student's results on state assessments and district-required local assessments to the student and his/her parent within 1 week of those results being received by the district. The student's progress toward achieving state and district requirements for proficiency in core academic subject areas shall be reported quarterly ~~adopted~~ by the district school board to each student and his/her parents. The evaluation of each student's progress must be based upon the student's classroom work, observations, tests, district and state assessments~~,~~ and other relevant information.

All written and oral communication between school district personnel and parents of current or former English Language Learners shall be in the parents' primary language or other mode of communication commonly used by the parents, unless clearly not feasible.

Report Card

The ~~R~~report ~~C~~card must clearly depict the following:

1. The student's academic performance on grade level in each class or course, which in grades K through 12 must be based upon achievement of the State Standards as evidenced by class work, tests, and other academic performance indicators;

2. The student's citizenship and behavior. ~~Student's c~~Citizenship marks are "E, S, N, U (E-Excellent, S-Satisfactory, N-Needs Improvement, U- Unsatisfactory) for kindergarten~~, and~~ first, and second grade and~~.~~ E, S, I, N, U (E-Excellent, S- Satisfactory, I-Improving, N-Needs Improvement, U-Unsatisfactory) for third~~second~~ through fifth grades. Secondary marks are 1, 2, 3, or 4 (1-Excellent, 2-Satisfactory, 3-Needs Improvement, 4-Unsatisfactory); and

3. The student's attendance, including absences and tardies.

The student's final ~~R~~report ~~C~~card for a school year shall include a statement indicating end-of-the-year status regarding performance or nonperformance at grade level (has/has not performed satisfactorily at grade level); acceptable or unacceptable behavior (has/has not demonstrated acceptable behavior); attendance (has/has not met district attendance requirements); and promotion or non-promotion (has/has not met promotion requirements at this time). The end-of-the-year report card must indicate promoted, retained, or placed for good cause.

Each English Language Learner receiving English for Speakers of Other Languages (ESOL) services is graded based on his/her academic progress at his/her level of English proficiency. The teacher must document that accommodations and strategies of instruction and assessment were employed, which allowed the student to demonstrate progress in the achievement of the benchmarks and grade-level expectations. A grade of "Unsatisfactory," "D," or "F" may only be assigned to an English Language Learner receiving ELL services if he/she received appropriate accommodations and strategies in instruction and assessment, and the student demonstrated no progress toward achieving the standards and grade-level expectations at his/her level of English proficiency.

A student with a disability who is taking standardized state assessments, such as required state assessments, is graded on his/her achievement of the standards, benchmarks, and grade-level expectations appropriate for his/her grade using the standard ~~R~~report ~~C~~card. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's Individual Education Plan (IEP). Per state rule 6A-1.0943, a student with a significant cognitive disability ~~A student with a disability~~ may participate in the Florida Standards Alternative Assessment if the eligibility requirements for Florida Standards Alternate Assessment are met and documented on the IEP. ~~based on the IEP team decision using the Florida Alternative Assessment Participation Checklist located on the assessment page of the IEP~~. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's IEP. The student will be graded on his/her achievement of the Access Point Standards ~~, benchmarks and IEP goals~~ using the standard ~~R~~report ~~C~~card.

Progress Reports

Schools will notify students and parents of the student's mid-term academic progress ~~3r~~ (3rd-12th grades). For English Language Learners, the ~~P~~progress ~~R~~report comments are translated into the home language of the English Language Learners when feasible. If appropriate, schools will make the Spanish and Haitian Creole translation of the ~~P~~progress ~~R~~reports available to parents and inform parents in the comments section of the ~~P~~progress ~~R~~reports that, "the English Language Proficiency Level is taken into consideration when planning instruction, assessments, and grading for English Language Learners."

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter ~~P~~progress ~~R~~report.

IV. General Curriculum Information

Curriculum Additions or Modifications

Any curriculum modification being considered by a school must be submitted on the Request for Program Additions or Modifications form and reviewed by members of the Instructional Division and submitted to the Deputy Superintendent for Instructional Services prior to any changes being implemented at the school level. Florida Statute requires all courses offered in the State of Florida be aligned to the State Standards.

District Homework Guidelines

The School District of Manatee County acknowledges the educational validity of homework as an extension of the instructional program.

Clarification: Homework shall typically refer to those assignments that are meaningfully prepared by the classroom teacher for students to complete outside of the school setting to reinforce and extend the curriculum taught within the classroom.

Purpose:

1. Homework is designed as a reinforcement tool to deepen the understanding of concepts and provide

practice for the mastery of skills formally instructed in the classroom.

2. Homework is designed to promote student responsibility and independent work habits.

Guidelines for Homework:

1. Homework assignments shall be based on the abilities of the students.
2. Homework shall not be used as a punitive measure.
3. Homework assigned for reinforcement shall be done outside of class time.

Teacher Expectations:

Teachers will monitor completion of homework and provide appropriate, graded feedback in a timely manner to students. Teachers should collaborate, whenever possible, to ensure that the amount of ~~the~~ homework assigned to any one student is not excessive.

Multi-T~~t~~iered System of Supports (MTSS)

The District's Multi-Tiered System of Support (MTSS) provides high quality instruction and intervention matched to student needs using learning rate over time and level of performance to inform instructional decisions. The MTSS framework is a continuum of integrated academic, behavioral, mental health, and attendance supports reflecting the need for students to have fluid access to instruction and supports of varying intensity levels. To ensure efficient use of resources, schools begin with the identification of trends and patterns using school-wide and grade-level data.

Within the MTSS framework, resources are allocated in direct proportion to student needs. Data collected at each tier is used to measure the efficacy of supports so that meaningful decisions can be made regarding what instruction and intervention should be intensified and/or maintained. Students who need instructional intervention beyond what is provided universally for behavioral and academic content areas~~,~~ are provided with targeted, supplemental interventions delivered and embedded within the content area courses, individually or in small groups, at increasing levels of intensity. Throughout the continuum of instruction and intervention, planning/problem-solving is used to match instructional resources to educational need. Teams continue to engage in instructional planning and problem-solving to ensure that student success is achieved and maintained. Regular communication between problem-solving teams (i.e., Instructional Leadership Team led by the principal, the Teacher Collaborative~~-~~ Teams, the Intensive Support Team (IST), Individual Education Plan Team, MTSS-Behavior Team), where data-based problem solving is occurring, will guide the appropriate intervention needs.

Intervention, Remediation and Progress Monitoring

Students must participate in Florida's statewide assessments and progress monitoring. Each student who scores below Level 3 in reading or mathematics must be provided with additional diagnostic assessments to determine the nature of the student's difficulty, the areas of academic need, and strategies for appropriate instruction and intervention using the problem-solving process within the MTSS framework.

In consultation with the student's parent, the school in which the student is enrolled must engage in the

problem-solving process to develop and implement an intervention plan which includes a progress-monitoring plan. The Multi-Tiered System of Support framework (MTSS) will serve as a guide for identifying students in need of tiered interventions and progress monitoring. The problem-solving cycle, which is an integral part of the MTSS framework, should be used to match interventions with areas of need. A student who is not meeting the school district or state requirements for proficiency in reading and math shall be covered by at least one of the following plans to target instruction within the MTSS framework and identify ways to improve his or her behavioral and/or academic achievement:

1. a federally required student plan, such as an individual education plan;
2. a school-wide system of progress monitoring for all students;
3. a targeted individualized intervention plan that includes a progress monitoring plan.

The plan chosen must be designed to assist the student or the school in meeting state and district expectations for proficiency. Each student who does not meet the minimum performance expectations defined by the Commissioner of Education for the statewide assessment tests in reading, writing, and mathematics must continue to be provided with remedial or supplemental instruction until:

1. the expectations are met;
2. the student graduates from high school; or
3. the student is not subject to compulsory school attendance.

Problem solving teams should monitor students' responses to intervention and engage in problem solving as needed to ensure positive student response to intervention.

In addition to an intervention plan, which includes progress monitoring, 3rd- 10th grade students, performing at Level 1 or Level 2 on required state assessments, must receive intensified support the following year. An Early Warning System and Elementary Reading Decision Tree will be used by ~~P~~problem-~~-S~~solving teams to identify K-5 students in need of supplemental and intensive supports in the areas of behavior, attendance, and academics. Explicit, systematic, and multi-sensory reading intervention strategies beyond the 90-minute literacy block and frequent, ongoing progress monitoring must occur. Mathematics intervention may be integrated within the student's current mathematics class.

In addition to an intervention plan, which includes progress monitoring, middle and high school students performing at Level 1 or 2 on Florida's statewide assessment in reading and mathematics or who do not earn a Level 3 or higher within the last two academic years may be enrolled in and complete an intensive reading or mathematics course the following year. Students may exit intensive courses at the end of the quarter/semester by demonstrating proficiency at Level 3 or higher on Florida's statewide assessment, or by meeting a concordant/comparative score on a state-approved assessment (PSAT, SAT, ACT) in reading and/or mathematics or by showing proficiency on the district benchmark assessment. Problem-solving teams should monitor students' response to intervention and engage in problem solving as needed to ensure positive student response to intervention.

A school-wide progress monitoring plan provides structure for monitoring the progress of all students and will be an integral part of the school improvement plan. Within the school improvement plan, the school-wide progress monitoring plan has four major components. The intervention plan, which includes progress monitoring for students scoring below a Level 3 on the required state assessments, must include the following:

1. Diagnostic Assessment:

Diagnostic assessments, in addition to the initial screening, are to be administered to all students scoring below a Level 3. Parents may not opt their child out of the District-approved diagnostic tool. In absence of state assessment data, school diagnostic data, or report card showing completion of grade level, the student will be placed into the age-appropriate grade level.

a. The specific diagnostic assessments to be administered must be identified, as well as the process for administering the assessments.

b. For students scoring Level 1 or 2 on the required state reading assessments, reading proficiency must be assessed at the beginning of the school year. The student must continue to be provided with targeted and intensive reading instruction until the reading deficiency is remediated. Targeted intensive instruction is usually associated with the following:

(i) Variety of opportunities for practice

(ii) Problem solving which results in interventions targeted to specific skill development

(iii) Smaller chunks of text or content

(iv) Guided and independent practice

(v) Skill development and practice integrated into all activities

(vi) Frequent progress monitoring

(vii) Criterion-based evaluation of success

c. Diagnostic results are to be gathered and maintained for the students scoring Level 1 and 2 on required state assessments in reading or math.

d. Diagnostic results must be readily accessible to teachers, school administrators, ~~C~~certified School Counselors, parents, and School Psychologists.

2. Intervention plans should include:

a. Interventions, in the targeted areas of weakness, to assist students in meeting state and district expectations in behavior, reading, writing, and or math;~~.~~

b. Targeted strategies to accelerate learning;~~.~~

c. Measurable targets or goals for each deficit area;.

d. A description of the supplemental or intensive instructional intervention and support, when they will be provided, how often, by whom, and for how long;.

e. For reading deficiencies, identification of a student's specific areas of need in phonemic awareness, phonics, fluency, comprehension, vocabulary, and/or oral language. Targeted intervention must be provided for any students scoring Level 1 and 2 on required state assessments in reading or math.

f. Remedial instruction and intervention strategies may include, but are not limited to the following:

(i) Summer school

(ii) Dropout prevention services

(iii) Parent tutorial programs required

(iv) Contracted academic services

(v) Reading instruction

(vi) After-school instruction and other extended day services

(vii)Tutoring

(viii) Mentoring

(ix) Intensive skill development programs

(x) In-person academic advising for struggling high school students (F.S. 1003.491)

3. Parent Consultation and Communication

Parents of students in kindergarten through grade 5 who exhibit a substantial reading deficiency based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

- That ~~T~~their child has been identified as having a substantial reading deficiency, including a description and ~~/~~explanation in parent friendly terms~~,~~ of the exact nature of the ~~child's~~ student's difficulty in learning and lack of achievement in reading.~~reading achievement.~~
- A description of the current services that are provided to the child.
- A description of the proposed interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency.
- That, ~~I~~if the reading deficiency is not remediated by the end of grade 3, the child must be retained unless the child is exempt from mandatory retention for ~~meets~~ good cause ~~criteria~~.
- Strategies, including multisensory strategies, the parent can use through a read-at-home plan to help their child succeed in reading.
- That the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the district in knowing when a child is reading at or above grade level and ready for grade promotion.

- The district's specific criteria and policies for student portfolios and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first. ~~A parent of a third grade student who is identified as being at risk for retention, can request the school immediately begin collecting evidence for a portfolio.~~

- The district's specific criteria and policies for mid-year promotion. Mid-year promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level. ~~for student retained in grade 3.~~

- Information about the student's eligibility for the New Worlds Reading Initiative under s.1003.485, F.S., and information on parent training modules and other reading engagement resources available through the initiative.

- The process to request and receive a New Worlds Reading scholarship, subject to available funds (s. 1002.411, F.S.).

In addition, schools may not wait for a kindergarten through grade 3 student to receive a failing grade at the end of a grading period to identify the student as having a substantial reading deficiency and initiate intensive interventions.

For students in grades 6 through 12, the school shall notify the student and his/her parents of any remedial or supplemental academic instruction by the end of the first quarter. Parents may be notified through personal verbal contact, through a district-provided letter, during an Individual Education Plan team meeting, or a face-to-face meeting. All written and oral communication between the school district's personnel and parents of current or former English Language Learners shall be in the parents' primary language or the mode of communication commonly used by the parents unless clearly not feasible.

The letter is to include general information about the seriousness of the situation and the intervention plan in place for the students not meeting proficiency. The letter should also include an invitation for the parents to meet with instructional staff to consult about their child's plan.

Parents should be given an explanation of the information on which the decision was based, as well as a copy of the intervention plan for their child.

Parental approval for general education instructional interventions is not required.

4. Monitoring for Results:

The intervention plan must be developed by the end of first quarter, or within 6 weeks of a new student entering school, or as soon as a need is identified through the analysis of data by a problem-solving team. Students receiving supplemental interventions at the end of a school year should begin receiving interventions at the beginning of the next school year until there is evidence that the student has closed the gap and no longer needs supplemental or intensive support services.

The principal or designee will monitor the implementation of the school-wide progress monitoring

plan and the school's plan for providing targeted intervention.

Each quarter, the principal or designee will review the progress of students identified as not meeting proficiency with the Instructional Leadership Team (ILT). The team will check for compliance with the school-wide progress monitoring plan (diagnostic assessment, intervention strategies, quarterly progress updates) and use data to inform instruction. Student progress shall be monitored at least twice a month and compared with the progress of peers to guide instructional decisions. If a student is not responding positively to interventions, an intensive individualized intervention plan should be developed with assistance from a problem-solving team at the school.

Each school will identify its problem-solving teams and their roles and responsibilities for monitoring the progress of all students (e.g., Instructional Leadership Team; Teacher collaborative Teams, IEP Teams, MTSS-B Team, and Intensive Support Team).

~~If a student is not responding positively to interventions, an intensive individualized intervention plan should be written.~~ The intervention plan, including the plan for monitoring progress, can be documented on a student's Individual Education Plan (IEP), English Language Learner's Plan (ELL), or Section 504 Accommodation Plan.

5. For Elementary School Students who are retained:

a. The intervention plan, which includes a plan for progress monitoring, must specify, through the problem-solving process, how the second year's instructional program will be different from the previous year's program, utilizing interventions matched with the student's deficit areas.

b. Students must be provided evidence-based, explicit, systematic, and multi-sensory reading instruction in an area of deficit~~,~~ (i.e., phonemic awareness, phonics, fluency, vocabulary, comprehension, and other strategies).

Career and Technical Education Course Offerings

Career and Technical Education elementary and middle school students, including students with disabilities, may be given the options to earn Career and Professional Education (CAPE) Digital Tool certificates and CAPE industry certifications.

Required Instruction

Pursuant to Florida Statute 1003.42, required instruction will be embedded in K-12 course of study, where age appropriate and consistent with course standards. Students may be exempted from the comprehensive health components that include reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption. The process to request an exemption will be posted on the district's website. Appendix C contains the Parent Opt Out form for Health Education.

~~Civic and Character Education:~~

~~Civic and character education is required on the qualities and responsibilities of patriotism and citizenship, including kindness, respect for authority, life, liberty, and personal property; honesty; charity; racial, ethnic, and religious tolerance; and cooperation and for grades 11 and 12 voting using the uniform primary and general election ballot described in s. 101.151 (9).~~

~~Victims of Communism Day:~~

~~The SDMC will observe November 7 as Victims of Communism Day honoring the 100 million people who fell victim to communist regimes across the world per CS/HB 395.~~

Parental Rights

All parental rights are reserved to the parent of a minor child in this state without obstruction or interference from the state, any of its political subdivisions, any other governmental entity, or any other institution, as set forth in s. 1014.04, including, but not limited to all of the following rights of a parent of a minor child:

(a) The right to direct the education and care of his or her minor child.

(b) The right, pursuant to s. 1002.20(2)(b) and (6), to apply to enroll his or her minor child in a public school or, as an alternative to public education, a private school, including a religious school, a home education program, or other available options, as authorized by law.

(c) The right, pursuant to s. 1002.20(13), to access and review all school records relating to his or her minor child.

(d) The right to consent in writing before the state or any of its political subdivisions makes a video or voice recording of his or her minor child unless such recording is made during or as part of a court proceeding or is made as part of a forensic interview in a criminal or Department of Children and Families investigation or is to be used solely for the following purposes:

1. A safety demonstration, including the maintenance of order and discipline in the common areas of a school or on student transportation vehicles;

2. A purpose related to a legitimate academic or extracurricular activity;

3. A purpose related to regular classroom instructions;

4. Security or surveillance of buildings or grounds; or

5. A photo identification card.

(e) The right to be notified promptly if an employee of the state, any of its political subdivisions, any other governmental entity, or any other institution suspects that a criminal offense has been committed against his or

her minor child, unless the incident has first been reported to law enforcement or the Department of Children and Families and notifying the parent would impede the investigation.

The School District of Manatee County will develop and adopt a policy to promote parental involvement in the public school system including but not limited to;

1. A plan for parental participation in schools to improve parent and teacher cooperation in such areas as homework, school attendance and discipline;

2. A procedure for a parent to learn about his or her minor child's course of study, including the course of any supplemental education materials;

3. Procedures for a parent to object to instructional materials and other materials used in the classroom.

Elementary School Education (Grades K-5), Section 4.9.1

I. Program of Studies Grades K-5

All students will receive instruction in English Language Arts (ELA), mathematics, science, social studies, the arts, health, and physical education aligned with state standards. ELA, mathematics, science, the arts, and physical education will be graded courses. Students and families must be notified at the beginning of each year as to how their grades in each core academic area will be determined.

English Language Arts (ELA)

All students in K-5 shall be assigned an uninterrupted 90-minute reading block~~,~~ with additional time for instruction in the writing process and additional time for reading intervention, as needed, with a highly qualified, effective teacher, a core reading program, and ongoing progress monitoring.

Physical Education (PE) and Recess

Physical education (PE) instruction focuses on the outcomes of achieving and maintaining a health-enhancing level of fitness and understanding that physical activity provides the opportunity for enjoyment, challenge, self-expression, communication, and well-being. Elementary schools provide 150 minutes of PE per week. In addition, schools are required to provide 20 consecutive minutes of unstructured free-play recess per day. A

minimum of 30 consecutive minutes of PE is required on any day that formal (PE) instruction is provided. The elementary school principal may designate any instructional personnel to provide ~~the~~ PE. Elementary schools will integrate health education standards into science and PE as appropriate.

~~Health Education:~~

~~Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction:~~

~~**Grades K-12**~~

- ~~Community health~~
- ~~Consumer health~~
- ~~Environmental health~~
- ~~Family life~~
- ~~Injury prevention and safety~~
- ~~Internet safety~~
- ~~Nutrition~~
- ~~Personal health~~
- ~~Prevention and control of disease~~
- ~~Substance use and abuse~~

~~A link to access and review the instructional materials used to teach the curriculum will be included on the district's website homepage. The process to opt out of health instruction will also be posted on the district's website homepage. Additionally, the opt out form can be found in the SPP, Appendix C.~~

K-5 Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options~~:~~; whole-grade and mid-year promotion, subject-matter acceleration, and virtual instruction in higher grade-level subjects. Whole-grade and mid-year promotion requires an elementary student to meet the district criteria outlined below. ~~ict acceleration procedures.~~ Whole-grade and mid-year promotion requires students to meet student progression promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. In addition to these requirements, the following must be considered when establishing eligibility~~:~~.

1. The student's performance on required state assessments
2. The student's grades or grade point average
3. The student's attendance and conduct
4. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This will be followed by a parent conference to discuss eligibility

and placement.

Whole-Grade Promotion:

An elementary student must meet all the following criteria to be eligible for whole-grade promotion:

1. The student must be consistently performing above grade level standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. For kindergarten students, schools will use state and district assessment data for ELA and mathematics.

   In addition to this, students must meet the following criteria:

   a. The student cannot skip third grade as a result of whole-grade promotion.

   b. The student must be recommended by the principal, ~~the~~ parent, classroom teacher, or~~and the~~ school counselor.

   c. All whole-grade promotions must be approved by a district promotion committee and entered appropriately in the student information system.

Mid-Year Promotion:

An elementary student must meet all the following criteria to be eligible for mid-year promotion:

1. The student must be consistently performing above grade standards on a locally determined assessment, a statewide assessment or a standardized assessment in reading/language arts and mathematics for each of the past two years. In the event a student does not have two years of data,~~For kindergarten students~~, schools will use state and district assessment data for ELA and mathematics.

2. The student must be recommended by the principal, ~~the~~ classroom teacher, parent, or~~and~~ ~~the~~ school counselor.~~.~~

3. All mid-grade promotions must be approved by a district promotion committee and take place prior to the end of first semester and entered appropriately in the student information system.

4. Third graders must meet all the requirements in statute for mid year promotion (s. 1008.25(7), F.S., and Rule 6A-1.094222, F.A.C.). Students cannot skip third grade.

Subject-Matter Acceleration:

An elementary student is eligible for subject-matter acceleration when the student has mastered the subject standards in the prerequisite grade-level course. The student must be recommended by the principal, parent, classroom teacher, or the school counselor based on achievement of the learning targets and standards.

II. Promotion and Good Cause Placements

Promotion Requirements

All decisions pertaining to the promotion or retention of students will be communicated to parents and made under the authority of the School District of Manatee County in accordance with Florida statute. A student in K-2 or 4-5 is promoted if the student demonstrates mastery of the currently adopted state standards in core academic subject areas. In accordance with state statute, K-5th grade students are mandated to participate in required state-approved assessments. Grade 3 students must score a Level 2 or higher on the English Language Arts statewide, standardized assessment for promotion to grade 4. A student may not be retained more than once in grade 3.

K-2 and 4-5 students will be promoted or "Good Caused" each year with their cohort group. Those students who do not meet grade-level standards in English Language Arts and m~~M~~athematics will be supported in the next grade level through intensive remediation as well as an alternative instructional setting if needed.

Good Cause Criteria for K-2

A student who does not meet the promotion criteria will be considered for good cause placement in the next grade. Good cause placement is defined as follows:

Grades K-2 ~~Grade~~ Good Cause
Good Cause "A-ESE" –A student with a disability in grades K-2 can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL" – An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including PreK) based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause. The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report. (Use this exemption first for eligible K-2 English Language Learners.)
Good Cause "A-504" – A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics. Documentation of remediation in reading and/or mathematics will be included within the school-wide progress monitoring plan.

Good Cause "A-Com" – A student in grades K-2 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. Student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

Good Cause Criteria for Grade 3

Good Cause Criteria:

Per state statute, a student may not be retained more than once in grade 3. A student is exempt from retention for good cause and placed in the next grade if the student meets one of the following. 3rd grade good cause is defined as follows:

~~3rd Grade~~Grade 3 **Good Cause**
Good Cause "1" –English Language Learners who have had less than two years of instruction in English for Speakers of Other Languages (ESOL) program (not including PreK) based on the initial date of entry into a school in the United States (DEUSS). The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.
Good Cause "2" – Students with disabilities whose Individual Education Plans (IEP) indicate that participation in statewide assessment is not appropriate, consistent with the requirements of section 1008.212, F.S..
Good Cause "3" – Students who demonstrate an acceptable level of performance on an alternative standardized reading assessment that has been approved by the Department of Education, administered after the required grade 3 statewide standardized English Language Arts assessment under Section 1008.22, F.S. The required percentile passing score for each approved alternative standardized reading assessment will be determined by the Department of Education.

Good Cause "4" – Students who demonstrate, through a student portfolio, that they are reading on grade level as evidenced by demonstration of mastery of the State Standards in reading equal to at least a Level 2 performance on required state assessment. To demonstrate mastery of the required reading skills, the student portfolio must:

- be selected by the student's teachers ~~as determined by district criteria~~;
- be an accurate picture of the student's ability and include only student work that has been independently produced in the classroom;
- include evidence that the benchmarks assessed by the grade 3 statewide, standardized English Language Arts assessment ~~reading required state assessment~~ have been met. Evidence is to ~~This~~ includes ~~multiple-choice items and~~ grade-level passages that are approximately 5~~6~~0% literary text and 5~~4~~0% informational text, and that are between 100-700 words with an average of 500 words. Such evidence could include chapter or unit tests from the district's/school's adopted core reading curriculum or teacher-prepared assessments that are aligned with the ~~State~~ B.E.S.T. English Language Arts Standards;
- be an organized collection of evidence of the student's mastery of the B.E.S.T. English Language Arts Standards that are assessed by the grade 3 statewide, standardized English Language Arts assessment. For each benchmark, there must be at least 8 items assessed and the student must demonstrate seventy (70) percent mastery for all items assessed per benchmark; and
- be signed by the teacher and principal as an accurate assessment of the required reading skills.

A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first.

Good Cause "5" – Students with disabilities who take the statewide, standardized English Language Arts assessment and who have an I~~i~~ndividual E~~e~~ducation P~~p~~lan (IEP) or a Section 504 plan that reflects that the student has received intensive instruction in reading or English Language Arts for 2 years or more but still demonstrates a deficiency and was previously retained in kindergarten, grade 1, grade 2, or grade 3.

Good Cause "6~~7~~"– Any third-grade student receiving intensive remediation in reading for two or more years, but still has deficiency in reading and has been previously retained in K-3 for a total of two years. If placed under this exemption, intensive reading instruction must include an altered instructional day that includes specialized diagnostic information and specific reading strategies. A student may not be retained more than once in 3rd grade. Any currently retained 3rd grader would qualify for this Good Cause.

The school district Superintendent shall accept or reject the school principal's recommendation in writing.

Good Cause Criteria for Grades 4-5

No student may be assigned to a grade level based solely on age or other factors that constitute social promotion. ~~4th and 5th Grade good cause~~Good cause for grades 4 and 5 is defined as follows:

Grades 4-5 Good Cause
Good Cause "A-ESE" –A student in grades 4-5 with a disability can be placed for good cause if the Individual Education Plan (IEP) indicates that the student is making adequate progress towards their individual goals and/or is receiving services appropriate to progressing their individual skills. Documentation indicates that the promotion of the student with disabilities is appropriate, based upon the student's academic record, and shall be submitted from the student's teacher/therapist to the school principal.
Good Cause "A-ESOL"—An English Language Learner (ELL) who has had less than two years of instruction in English for Speakers of Other Languages program based on the initial date of entry into a school in the United States (DEUSS), can be placed for good cause. The ELL Committee must be convened, and the recommendation to exempt the student from the promotion criteria must be included in the ELL Committee Report.
Good Cause "A-504" – A student with a Section 504 plan can be placed for good cause if the Report of Conference Form indicates the student's disability along with the recommendation and reasons for the student's exemption from the promotion criteria in reading and mathematics.
Good Cause -"A-Com" – A student in ~~4~~grades 4-5 can be placed for good cause if a committee comprised of the student's teachers, school counselor, or other appropriate personnel as designated by the principal documents the recommendation and the reasons for the student's exemption from the promotion criteria. Documentation could be included in a student portfolio, case conference notes, or documentation in the school-wide progress monitoring plan. A ~~S~~student will receive intervention and support in the next grade level. No student can be assigned to a grade level based solely on age or other factors that constitute social promotion.

Summer School Promotion

Summer school reading programs are provided for third grade students who do not meet the promotion criteria or who are not approved for g~~G~~ood c~~C~~ause placement. Third grade students who meet state defined criteria at the end of the Summer Reading Camp will qualify for good cause.

III. Intensive Intervention

Parent Notification of a Reading Deficiency for Students Grades K-5 (F.S. 1008.25)

Parents of students in kindergarten through grade 5 who exhibit a substantial ~~reading~~ deficiency in reading, or the characteristics of dyslexia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

1. That the child has been identified as having~~cation of~~ a substantial ~~reading~~ deficiency in reading, including a description and ~~/~~explanation, in ~~parent friendly terms~~terms understandable to the parent, of the exact nature of the student~~child~~'s difficulty in learning and lack of achievement in reading~~; achievement;~~
2. A~~a~~ description of the current services that are provided to the child;

3. A~~a~~ description of the proposed interventions and supports that will be provided to the child that are designed to remediate the identified area of reading deficiency;

4. That if the child's ~~notice that, if the~~ reading deficiency is not remediated by the end of grade 3, the child must be retained unless the child ~~meets good cause criteria~~is exempt from mandatory rention for good cause;

5. S~~s~~trategies, including multisensory strategies and programming, ~~the parent can use~~ through a read-at-home plan the parent can use to help the child succeed in reading, including electronic resources compiled by the Department of Education;~~, to help their child succeed in reading;~~

6. ~~explanation~~ T~~t~~hat the statewide, standardized English Language Arts assessment is not the sole determiner of promotion for grade 3 and that additional evaluations, portfolio reviews, and assessments are available to assist parents and the district in knowing when a child is reading at or above grade level and ready for promotion;

7. The district's specific criteria and policies for a portfolio and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A school must immediately begin collected evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever comes first.~~notice that, for any grade 3 student who is identified as being at risk for retention, the parent can request the school immediately begin collecting evidence for a portfolio; and~~

8. T~~t~~he district's specific criteria and policies for mid-year promotion. Mid-year promotion means promotion of a retained student at any time during the year of retention once the students has demonstrated ability to read at grade level. ~~for student retained in grade 3;~~

9. I~~i~~nformation about the student's eligibility for the New Worlds Reading Initiative under s. 1003.485 and the New Worlds Scholarship Accounts under s. 1002.411 and information on parent training modules and other reading engagement resources available through the initiative.

~~By September 30, the school district will notify the parent of each student in kindergarten through grade 5 who has a substantial reading deficiency identified under s. 1008.25(5)(a) or scored below a level 3 on the statewide, standardized ELA assessment in the prior school year of the process to request and receive a reading scholarship, subject to available funds.~~

Parents of students in kindergarten through grade 5 who exhibit a substantial deficiency in mathematics, or the characteristics of dyscalculia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following:

1. That his or her child has been identified as having a substantial deficiency in mathematics, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in mathematics.

2. A description of the current services that are provided to the child.

3. A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of mathematics deficiency.

4. Strategies, including multisensory strategies and programming, through a home-based plan the parent can use in helping his or her child success in mathematics, including electronic resources compiled by the Department of Education.

After initial notification of a deficiency in reading or mathematics, the school shall apprise the parent at least monthly of the student's progress in response to the intensive interventions and supports. Such communications must be in writing and must explain any additional interventions or supports that will be implemented to accelerate the student's progress if the interventions and supports already being implemented have not resulted in improvement.

By September 30, the school district will notify the parent of each eligible student of the process to request and receive a scholarship, subject to available funds.

In addition, schools may not wait for a ~~kindergarten through grade 3~~ student to receive a failing grade at the end of a grading period or wait until a plan is developed to identify the student as having a substantial reading or math deficiency and initiate intensive interventions.

Please see Appendix B – Elementary Reading Decision Tree.

Services for Students Retained in Grade 3

Students retained in grade 3 must be provided a highly effective teacher as determined by the teacher's performance evaluation under section 1012.34, F.S. and ~~beginning July 1, 2020,~~ the teacher must also be certified or endorsed in reading. ~~In addition, t~~These students must be provided intensive interventions in reading to ~~remediate~~ ameliorate the student's specific reading deficiency and prepare the student for promotion. These interventions must include:

1. Evidence-based, explicit, systematic, and multisensory reading instruction in phonemic awareness, phonics, fluency, vocabulary, and comprehension and other strategies prescribed by the school district.
2. Participation in the school district's summer reading camp, which must incorporate the instructional and intervention strategies above.
3. A minimum of 90 minutes of daily, uninterrupted reading instruction incorporating the instructional and intervention strategies above. This instruction may include:
    a. Coordinated i~~I~~ntegration of content-rich texts in science and ~~social studies~~civic literacy within the 90-minute block;~~.~~
    b. Small group instruction;~~.~~
    c. Reduced teacher-student ratios;~~.~~
    d. More frequent progress monitoring;~~.~~

e. Tutoring or mentoring;

f. Transition classes containing 3rd and 4th grade students;

g. Extended school day, week, or year.

Services for Students Promoted to Grade 4 with a Good Cause Exemption

Each student who does not achieve a Level 3 or above on the statewide, standardized English Language Arts assessment, or the statewide, standardized Mathematics assessment must be evaluated to determine the nature of the student's difficulty, the areas of academic need, and strategies for providing academic supports to improve the student's performance. A student who is not meeting the school district or state requirements for satisfactory performance in English Language Arts and mathematics must be covered by one of the following:

1. A federally required student plan, such as an individual education plan;

2. A schoolwide system of progress monitoring for all students, except a student who scores Level 4 or above on the English Language Arts and mathematics assessments may be exempted from participation by the principal; or

3. An individualized progress monitoring plan.

A student who is promoted to grade 4 with a good cause exemption shall be provided intensive reading instruction and intervention that include specialized diagnostic information and specific reading strategies to meet the needs of each student so promoted. The school district shall assist schools and teachers with the implementation of explicit, systematic, and multisensory reading instruction and intervention strategies for students promoted with a good cause exemption which research has shown to be successful in improving reading among students who have reading difficulties. (Section 1008.25(4), F.S., and Section 1008.25(6)(b), F.S.)

Middle School Education (Grades 6-8), Section 4.9.2

I. Program of Studies Grades 6-8

Course Offerings

Middle school grades 6-8 basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the district.

The program of studies for middle school grades includes the following state and local offerings:

Language Arts	Art
Mathematics	Music
Science	Physical Education/Health
Social Studies	Career/Technical Education
Reading	Foreign Language
Advancement Via Individual Determination	

Other enrichment and exploratory courses may be offered by individual middle schools, such as dance, drama, agriculture, and gifted services. Each school will hold a parent meeting either in the evening or on a weekend to inform parents about the school's curriculum and activities.

Middle school students may have the opportunity to earn high school credits and/or industry certifications.

In addition to evidence-based reading courses, reading instruction is integrated throughout the entire curriculum. All middle schools must follow the district-approved curriculum.

Schools are prohibited from suspending a regular program of curricula to administer practice tests or engage in other test-preparation activities for a statewide assessment. However, activities including instruction on test-taking strategies are authorized.

Students are required to be enrolled on a full-time basis, ~~to~~ including~~e~~ 7 courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria.

To use this option, seats must be available in the required Manatee Virtual School courses, and principal approval is required. Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to 3 courses at their districted school, providing there is room in the course(s).

An English Language Learner (ELL) with no prior school records shall be assigned to a grade level based on age-appropriate placement.

Required Courses for Grades 6-8

1. Promotion from middle school to high school requires that the student successfully complete three middle school or higher courses in each of the following:

    a. English Language Arts

    b. Mathematics

    c. Social Studies (including Civics, assessed by a state required End-of-Course Exam)

    d. Science

2. Social Studies:

    The required study of state and federal government and civics education will be incorporated into Civics. One of these courses must be at least a one-semester civics education course. Each student's performance on the statewide, standardized EOC assessment in civics education constitutes 30 percent of the student's final course grade. A middle grades student who transfers into the state's public school system from out-of-country, out-of-state, private school, or a home education program after the beginning of the second term of grade 8 is not required to meet the civics education requirement for promotion from the middle grades if the student's transcripts document passage of three courses in social studies or two year-long courses in social studies that includes coverage of civics education.

3. Language Arts:

    English Language Arts must emphasize literature, informational/technical text, writing, listening, and speaking, and language.

4. Mathematics:

    Each middle school must offer at least one high school-level mathematics course for which students may earn high school credit.

Physical Education

1. Middle schools must offer the equivalent of one class period per day of physical education for one semester of each year for students enrolled in grades 6-8.

2. Physical Education Waiver:

    Parents may submit a waiver of the physical education requirement for their child. Students in grades

6-8 are eligible to waive the physical education requirement if they meet any of the following criteria:

a. The student is enrolled in a remedial course.

b. The student's parent indicates in writing to the school that:

(i) The parent requests that the student enroll in another course from among those courses already offered as options by the school district as space allows; or

(ii) The student is participating in physical activities outside the school day which are equal to or in excess of the mandated requirement. Students who use the waiver because they participate in physical activities outside the school day must be enrolled in school on a full- time basis.

Career Research Course

Middle school students must successfully complete one course in career and education planning which must result in a completed internet-based, customizable, personalized academic and career plan for the student. The personalized academic and career plan may be revised as the student progresses through middle school and high school. The course must include research-based assessments to assist students in determining educational and career goals, emphasize the importance of entrepreneurship and employability skills, and must include information from the Department of Economic Opportunity's economic security report under s. 445.07, F.S.

The personalized academic and career plan must inform students of the following:

1. high school graduation requirements, including a detailed explanation of the requirements for earning a high school diploma designation under s. 1003.4285, F.S.,
2. the requirements for each scholarship in the Florida Bright Futures Scholarship Program;
3. admission requirements for sState uUniversity System and Florida College System institutions admission requirements;
4. available opportunities to earn college credit in high school, including Advanced Placement (AP) courses; the International Baccalaureate (IB) Program; the Advanced International Certificate of Education (AICE) Program; dual enrollment, including career dual enrollment; and
5. career education courses, including career-themed courses, pre-apprenticeship and apprenticeship programs, and course sequences that lead to industry certification pursuant to ss. 1003.492 or 1008.44, F.S.

Health Education:

Comprehensive health education addresses 14 component areas under Florida State Statute 1003.42 (2)(n) - Required Instruction

Grades K-12

- Community health
- Consumer health
- Environmental health
- Family life
- Injury prevention and safety
- Internet safety
- Nutrition
- Personal health
- Prevention and control of disease
- Substance use and abuse
- Prevention of child sexual abuse, exploitation, and human trafficking

For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be 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.

For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.

Life Skills:

Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including:

a. Self-awareness and self-management.
b. Responsible decision making.
c. Resiliency.
d. Relationship skills and conflict resolution.
e. Understanding and respecting other viewpoints and backgrounds.

A link to access and review the instructional materials used to teach the curriculum will be included on the district's website. The process to request an exemption will also be posted on the district's website. Appendix C contains the Parent Opt Out form for Health Education.

Required Remediation

Participation in the assessment program is mandatory for all students enrolled in a public school. Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Mathematics on a standardized assessment within the last 2 or more consecutive years. Students who do not meet these criteria may be required to receive enhanced instruction through a course that will assist in building the student's skills and in mastering standards.

School administrators may use ~~district benchmark~~state progress monitoring assessments to determine proficiency if no state standardized assessment scores are available at the time of enrollment.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

1. Parents must complete the Intensive Instruction Waiver Request Form (Appendix A).~~.~~
2. Student must be in 6th-11th grade.

Advancement Via Individual Determination (AVID)

AVID is an elective course designed to prepare students for college and career readiness and success. Students who apply for and are accepted into the course must also take at least one advanced level or high school credit course. The AVID curriculum supports students as they undertake the most rigorous courses, with emphasis on writing as a learning tool, the inquiry method, collaborative grouping, organization, and academic reading.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade-level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

1. the student's performance on required state assessments;
2. the student's grades or grade point average;
3. the student's attendance and conduct;
4. teacher and school counselor recommendations.

Each school must inform students and parents of these options. A student or a parent may request one of the options by written request to the principal. This request will be followed by a parent conference to discuss eligibility and placement.

II. Promotion and Retention

Promotion Requirements

Students will be promoted to the next grade level based on the number of years in middle school. ~~Students who do not meet promotion criteria to 9th grade will be supported in the next grade level through intensive remediation as well as an alternative instructional setting.~~

To be promoted from 8th grade to high school, a student must successfully complete 12 core academic courses to include 3 courses in each of the following academic areas: language arts, math, science, and social studies (to include Civics). Students who do not meet promotion criteria to 9th grade will be supported in the next grade level at an alternative instructional setting

Promotion from 8th grade to 9th grade for a student who transfers into Florida from out-of-state during middle school will be based on the student successfully completing the number of core courses in language arts, mathematics, science, and social studies for each year the student has been in Florida. If a student transfers into a Florida public middle school from a Florida private school during their middle grade years, the student must meet all promotion requirements as defined by state statute.

If a student has successfully completed a high school course, failure of the ~~E~~end-of-~~C~~course ~~A~~assessment will not result in the student being retained in middle school.

8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

Middle School Grading

Grading Scale:

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, letter grading scale and definitions adopted for all courses in grades 6 through 8 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of the "I" being issued, under normal circumstances. If, after ten days, the course requirements are not completed, the incomplete grade will become an "F."

A progress report or report card grade cannot be more than 100%.

Students must be notified in writing at the beginning of each course as to how their grade will be determined. This could be included in the Course Syllabus or information shared with students and parents.

Exam Exemptions:

Schools shall not exempt students from academic performance requirements such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Progress Reports:

Progress reports are posted mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Progress reports are available via the Parent Portal. Schools may print ~~P~~progress ~~R~~reports at the principal's discretion. Parents may request a printed copy of the progress report. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher ~~by phone~~ at school by phone or through email.

Grades for courses taken through Manatee Virtual School and course recovery will not be included on the mid-quarter ~~P~~progress ~~R~~report.

Report Cards:

Report cards, which are available on a quarterly basis, specify the student's academic performance, conduct and behavior, and attendance, including absences and tardies. Academic performance is based on examinations as well as written papers, class participation, and/or other academic performance criteria. Report cards are available via the Parent Portal. -Schools may print report cards at the principal's discretion. Parents may request a printed copy of the report card.

Makeup Work:

Following an excused absence, the students have the responsibility to contact their teachers on the next attendance day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's absence is due within a period of time equal to the number of days that the student was absent.

End of Year Grades:

The end of the year average in the district grade book system is based on the average of all four quarters, with the requirement that a passing grade must be earned either third or fourth quarter ~~in order~~ for the student to pass the course for the year. Letter grades will be awarded based on the district grading scale.

For middle school courses that do not have a state-required ~~E~~end-of-~~C~~course ~~E~~exam, a point system has been established for the benefit of students who may have experienced an unsuccessful quarter.

Teachers are to award whichever grade is the highest for each student -- the grade determined by the average of the four quarters~~,~~ or the grade determined by the Point System. Students are still required to earn a minimum of at least one (1) point in second semester for either method of grading.

The ~~P~~point ~~S~~system for ~~E~~end-of-the-~~Y~~year ~~G~~grades is determined as follows:

Each quarter grade will be assigned a value selected from the following:	To determine the end-of-year grade for a middle school course, total the numerical values of the four quarters and select the grade from the table below:
A = 4 B = 3 C = 2 D = 1 F = 0	A = 14 – 16 B = 10 – 13 C = 6 – 9 D = 3 – 5 F = 0 – 2

If the grade book program average and the grade determined by the point system differ, the student is to be given the higher of the two grades as long as the student earns at least one (1) point in second semester.

Grades for high school courses are calculated each semester according to the high school procedures. ~~and,~~ therefore, they do not have an end of the year grade. Middle school semester-long courses that do not have a state mandated EOC will be calculated by averaging the two quarters to determine a semester-long final grade.

The ~~P~~point ~~S~~system cannot be used to determine the end-of-year grades for Civics. It must be calculated using the EOC as 30% of the year-long course grade. Students are not required to earn at least 1 point in 3rd or 4th quarter as the final grade is strictly based on the average of the 4 quarters and the EOC.

The final grade for Civics will be calculated as follows:

Quarter 1—17%

Quarter 2—18%

Quarter 3—17%

Quarter 4—18%

EOC—30%

Semester grades in Civics for students using an ESE End-of-Course Assessment Waiver will be averaged as follows:

Quarter 1=25%

Quarter 2 =25%

Quarter 3 =25%

Quarter 4 =25%.

Parent Notification:

Each year, to prepare students for career and postsecondary education planning, all middle schools shall notify students in grades 6 - 8 and their parents of the three-year and four-year high school graduation options, so ~~that~~ they may select the program that best meets the student's needs. This notification shall be conducted prior to the annual course selection, so ~~that~~ a student's academic plan and a time frame for achieving the graduation option may be modified to meet the student's needs. The selection of a graduation option is an exclusive choice of the student and parent. ~~H~~; however, if a diploma option is not selected, the choice will revert to the standard four-year diploma option, which requires 24 credits.

III. Transfer Students

Transfer Grade Policy

The procedures relating to the acceptance of transfer work and courses for students entering Florida's public schools composed of middle grades 6, 7, and 8 from out of state or out of country are as follows:

1. Grades earned and offered for acceptance shall be based on official transcripts and shall be accepted at face value, subject to validation if required by the receiving school's accreditation. If validation of the official transcript is deemed necessary, or if the student does not possess an official transcript or is a home education student, successful completion of courses shall be validated through performance during the first grading period as outlined in subsection (b) of this rule.

2. Validation of courses shall be based on performance in classes at the receiving school. A student transferring into a school shall be placed at the appropriate sequential course level and should be passing each required course at the end of the first grading period. Students who do not meet this requirement shall have courses validated using the Alternative Validation Procedure outlined below.

3. Alternative Validation Procedure: If validation based on performance as described above is not satisfactory, then any one of the following alternatives identified in the district Student Progression Plan shall be used for validation purposes as determined by the teacher, principal, and parent or guardian:

a. Portfolio evaluation by the superintendent or designee;

b. Demonstrated performance in courses taken at other public or private schools that are accredited;

c. Demonstrated proficiencies on nationally-normed standardized subject area assessments;

d. Demonstrated proficiencies on the required state assessment; or

e. Written review of the criteria utilized for a given subject provided by the former school.

Students must be provided at least ninety (90) days from date of transfer to prepare for assessments outlined above if required.

4. Transferring students who are not proficient in English should receive immediate and intensive instruction in English language acquisition.

Virtual School Transfers:

Students who are enrolled full time in a virtual school program are required to meet the same promotion requirements of all other public school students in the state of Florida.

For a student who transfers back into a non-virtual district school any time during the year, the student shall be required to bring evidence of grades in progress as documented by withdrawal forms, progress reports, or report cards.

If the student is able to produce the required documentation, the grades received while attending the virtual school program will become part of the student's record in the same manner as any other transfer student. However, if the student is unable to provide the required documentation, validation of courses shall be based on performance during the first grading period in the non-virtual district school classroom. This validation will follow the same procedures as outlined under Transfer Grade Policy.

IV. Course Acceleration and Enrichment

Principals may override district criteria and place students in high school dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

High School Credit Courses Offered in Middle School

High school dual credit courses provide middle school students who have advanced skills the opportunity to pursue a more rigorous education. The expectation is that these students will take challenging courses, such as Advanced Placement, AICE, International Baccalaureate, and ~~C~~college ~~D~~dual ~~E~~enrollment, including during the~~ir~~ senior year of high school. High school credit courses are not offered in middle school for the purpose of graduating early or experiencing an "easier" senior year. Failure to take rigorous academic courses during the senior year could prevent a student from being accepted into many colleges and universities. Parents of student athletes who take high school courses in middle school should visit the National Collegiate Athletic Association (NCAA) website for more information.

Each middle school may offer dual enrollment high school courses based on the needs of their students, special program requirements, and ~~whether the minimum number of students enroll in~~demand for the course. Course offerings vary by school; please see the school's Curriculum Guide for specific course offerings.

Career and Technical Education (CTE) courses that have been approved by the Director of CTE~~,~~ articulate to high school CTE programs in their feeder pattern~~,~~ and are the introductory course in a specific program of study.

A Curriculum Modification Request Form can be submitted by the principal to the Office of Student Assignment for the Deputy Superintendent for Instructional Services to request approval to offer high school credit courses.

1. Grades for high school courses taken during middle school will appear on the high school transcript and will be averaged in with the high school grade point average. Students must carry forward all grades and any credits earned in high school courses.

2. State assessments, benchmark data and course grades must be monitored. If a middle school student is struggling in a high school course during first or second quarter, a schedule change may be implemented by the school administrator to move the student to the middle school course, as long as there is room in the course. Remaining in high school courses places the middle school student at risk of failing a required core subject. The schedule change must be made before the end of first semester.

   Once the semester is completed and the student has earned the high school credit, the grade and credit cannot be removed from the high school transcript, even if the grade is a" "D or "F".

3. Middle school students who earn a "C" or lower in a high school course are strongly encouraged to retake the course under the Grade Forgiveness Policy.

4. Schools will use district criteria for identifying eligible students for enrollment in honors or high school credit courses. Schools must have a plan for reviewing students' required state assessment~~s~~ scores and their grade point averages to ensure that all eligible students are considered for placement into these courses. Principals may override the district criteria and place students in dual enrollment courses based on data indicating that the student is capable of success in the courses. This data must be documented.

5. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength. Special consideration should be given to placing students in Algebra 1 Honors in an AVID student's 8th grade year.

District Criteria for Enrollment in High School Credit Courses:

Students earning a "D" or "F" in a high school credit course at the end of the first semester may be withdrawn and scheduled into a middle school course in the same subject area by the school administrator.

1. English I Honors:

   The student must have earned a Level 3, 4, or 5 on the most current required state assessment in

English Language Arts (ELA) or have both of the following:

a. teacher, counselor, and/or administrator recommendation

b. 3.5 grade point average for the year in the 7th grade Advanced Language Arts course

2. 8th Grade Algebra I or Algebra I Honors:

   The student must have earned a Level 3, 4, or 5 on the most current required state assessment in Mathematics or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. grade point average for the year in the 7th grade Advanced Mathematics course

3. 7th Grade Algebra I Honors:

   The student must have earned a Level 4 or 5 on the most current required state assessment in Mathematics, scored a stanine of 8 or 9 on the Iowa Algebra Prognosis Test, completed the district developed summer assignment, or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.5 grade point average for the year in the 6th grade Advanced Mathematics course

4. 8th Grade Geometry Honors:

   The student must have earned a "C" or higher in each semester of Algebra I Honors and must have passed the End-of-Course Assessment. A student who passes the Algebra I Honors course but does not pass the Algebra End-of-Course Assessment or earned the required comparative/concordant score may not enroll in Geometry Honors.

5. World Languages I:

   The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.0 grade point average in the previous year's Advanced Language Arts course

6. World Languages II:

   a. the student earned a 3.0 grade point average in the first year of the World Language course; and

   b. teacher, counselor, and/or administrator recommendation

7. Physical Science Honors/Integrated Science Honors:

   The student must have earned a Level 4 or 5 on the most current required state assessment in English Language Arts and Mathematics or have both of the following:

a. a 3.0 grade point average in the previous year's Advanced Science course

b. teacher, counselor, and/or administrator recommendation.

8. Career & Technical Courses:

a. CTE teacher, counselor, and/or administrator recommendation; and

b. The student must have earned a 3.0 grade point average in the previous year's course within the same or similar curricular area.

Awarding Grades and Credits for High School Credit Courses in Middle School

Course Requirements:

High school dual enrollment courses must meet all ~~of~~ the requirements of high school courses. High school requirements include:

1. assessment of students through a semester exam;
2. administration of any state-required end-of-course exams;
3. calculation of the semester grade using the high school procedure;
4. minimum 135 hours as required in Florida Statute;
5. district-approved instructional materials aligned with the district-approved curriculum; and
6. reporting of the first and second semester grades to the high school the student will attend.

Grades:

Course grades will be averaged as follows:

The student's semester grade is calculated by averaging according to the following scale:

Quarter 1 = 40%
Quarter 2 = 40%
Benchmark Assessment or teacher designed exam = 20%

Quarter 3 = 40%
Quarter 4 = 40%
Benchmark Assessment or teacher designed exam = 20%

All state generated EOCs (Algebra I and Geometry) will constitute 30% of the final course grade. The grade will be calculated as follows:

Quarter 1 = 35%	Quarter 3 = 35%
Quarter 2 = 35%	Quarter 4 = 35%

Semester Exam = 30%	EOC = 30%

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for whom the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An individual IEP team will examine all information for each ESE student~~,~~ and ~~then~~ make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide, standardized assessment requirements by the individual education plan team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute:

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester based on the defined recalculation process. This statute may also be applied if recalculation of a year-long grade would result in a higher final grade for the student, even if a semester grade of "F" was not earned. A student or parent must request this recalculation in writing. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered on the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

Courses carried forward as high school credit will be used to satisfy the high school graduation and Florida Academic Scholars Award requirements. A middle school student must be granted credit toward high school graduation requirements for courses taken through dual enrollment.

Once a high school grade is earned (credit carried forward to high school), that grade becomes a permanent ~~record~~ on the student's transcript and may not be removed from the transcript.

High School Dual Enrollment Courses:~~—~~End-of-Course Exams (EOC):

1. To earn high school credit for Algebra I, a middle school student must take the state-wide standardized Algebra I EOC assessment and pass the course. The student's performance on the Algebra I EOC assessment constitutes 30% of the student's final course grade. If a student passes the course but does not pass the EOC, the promotion requirement for middle school is met, but the student must pass an Algebra I EOC retake or have earned a comparative/concordant score on a state-~~-~~approved assessment to earn a high school diploma.

To earn high school credit for a Geometry course, a middle school student must take the state-wide standardized Geometry EOC assessment, which constitutes 30% of the student's final course grade, and earn a passing grade in the course.

Semester grades for students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester 1 exams must be completed within 10 school days following the semester 1 exam window. Once the exam is completed, the semester grade will be recalculated.

2. Students enrolled in a high school course with a statewide, standardized end-of-course assessment shall not take the corresponding grade-level required state assessment.

3. A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for whom the IEP committee determines that an end-of-course (EOC) assessment with accommodations cannot accurately measure the student's abilities, shall have the EOC assessment results waived for the purpose of~~-~~determining the student's course grade and credit. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An IEP team will examine all information for each ESE student and make a determination regarding the potential for the results of the EOC to be waived.

   Any waiver of the statewide, standardized assessment requirements by the IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

District Criteria for Enrollment in Advanced Middle School Courses:

Students/Parents may request enrollment in advanced middle school courses during the course selection process in the spring. Upon verification that required criteria has been met, enrollment will be granted. Principals may override the district criteria and place students in advanced courses based on data indicating

that the student is capable of success in the courses. This data must be documented. AVID students must be placed in at least one honors, advanced, or dual enrollment course. Principals are encouraged to make exceptions to the placement criteria in the AVID students' areas of strength.

1. Accelerated Math:

   The student must have earned a Level 3 or above on the most current required state assessment in Mathematics or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.0 grade point average for the year in the previous year's ~~M~~mathematics course

2. Advanced Language Arts

   The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.0 grade point average for the year in the previous year's Language Arts course

3. Advanced Science:

   The student must have earned a Level 3 or above on the most current required state assessment in Science, Mathematics, or English Language Arts (ELA) or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.0 grade point average for the year in the previous year's Science course

4. Advanced Social Studies:

   The student must have earned a Level 3 or above on the most current required state assessment in English Language Arts (ELA) or have both of the following:

   a. teacher, counselor, and/or administrator recommendation

   b. 3.0 grade point average for the year in the previous year's ~~S~~social ~~S~~studies course

Credit Acceleration Program (CAP)

The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a specified score on the assessment. The school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course, if the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment. The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end- of-course assessment during the regular administration of the assessment.

The credit awarded is for the regular course level and not the honors level. The credit for this course is not

weighted for GPA calculation purposes.

If a student fails a course requiring an EOC to earn credit but attains a score indicating satisfactory performance on the corresponding EOC, credit will be awarded for the course as prescribed by state statute. Students must retake the course to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

Grade Forgiveness Policy

Middle school students taking high school courses may repeat and replace a grade of "C", "D", or "F" earned during middle school in the high school course, with a grade of C or higher, earned subsequently in the same or comparable courses.

Credit Recovery courses are credit-bearing courses with specific content requirements defined by state adopted standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or ~~E~~end-of-~~C~~course assessment) since the course requirements for the Credit Recovery course are the same as the previously attempted corresponding course. It is important to note that Credit Recovery courses are not bound by Section 1003.436(1) (a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards~~,~~ since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery, grade forgiveness, or remediation for students needing to prepare for an End-of- Course assessment retake.

Alternative Education Programs and the Department of Juvenile Justice

For students in alternative programs, including DJJ, the ~~C~~career ~~E~~education component must be completed by all students prior to leaving the 8th grade. For students in DJJ programs, the physical education requirement will be waived if the student is in a commitment program as an eighth grader. Physical education is not available in the DJJ program. For juvenile justice programs and alternative programs offering extended learning opportunities, promotions may occur as the requirements herein described are met.

High School Education (Grades 9-12), Section 4.9.3

I. Program of Studies Grades 9-12

High school basic education course offerings are selected from the Florida Department of Education's Course Code Directory and approved by the Deputy Superintendent for Instruction Services for the School District of Manatee County. All students will receive instruction in reading, English/language arts, mathematics, science, social studies, the ~~a~~Arts, health, and physical education. The School District of Manatee County will adhere to all statutes regarding required instruction.

Students are required to be enrolled on a full-time basis, to include seven courses or the equivalent. If there are extenuating circumstances, students may use a combination of Manatee Virtual School courses and traditional courses to meet the full-time criteria. In order to use this option, seats must be available in the required Manatee Virtual School courses, and principal approval is required.

Students wishing to have a part-time enrollment status may do so by registering as a home education student. Home education students may take up to three courses at their districted school, providing there is room in the courses selected. Home education students will not be awarded a diploma from the School District of Manatee County and may not participate in any senior graduation activities on the districted school campus.

II. Grades and Credits

Grading Scale

Student achievement in all courses will be evaluated using numeric and letter grades. As designated in Florida Statute, the letter grade scale and definitions adopted for all courses in grades 9 through 12 are as follows:

Value	Numeric Range	Letter Grade	Definition
4	90-100	A	Outstanding Progress
3	80-89	B	Above Average Progress
2	70-79	C	Average Progress
1	60-69	D	Lowest Acceptable Progress
0	0-59	F	Failure

Note: W = Withdrawn I = Incomplete* NG—No Grade Assigned

*An incomplete grade ("I") will be changed to a letter grade upon completion of all course requirements within 10 school days of grades being posted, under normal circumstances. If, after 10 days, the course

requirements are not completed, the incomplete grade will become an "F."

Exam Exemption Policy:

Seniors who earn a "B" or higher for both third and fourth quarters may be exempt from the required semester 2 exam. State mandated end-of-course exams and dual enrollment course exams may not be exempted. Grades for students who are eligible to exempt the semester 2 exam will be averaged using only the third and fourth quarter grades. Each quarter will be calculated at 50% of the total semester 2 grade.

Grading Policies:

Schools shall not exempt students from academic performance requirements, such as final exams, based on practices or policies designed to encourage student attendance. A student's attendance record may not be used in whole or part to provide an exemption from any academic performance requirement.

Students must be notified in writing at the beginning of each course as to how their grades will be determined. This could be included in the course syllabus or information shared with students and parents.

Pass/Fail grades will not be issued for courses offered in Manatee District Schools. Students who transfer in with a Pass ("P") grade will earn the credit for the indicated course(s) but will not have a grade calculated into their grade point average.

In alignment with post-secondary education, withdrawals from a course will not become part of the student record if the course is dropped within the first ten days of the start of the semester. A "W" (Withdraw) will be recorded after the first ten days but prior to the end of the first/third quarter. Either a "WP" (Withdraw Passing) or "WF" (Withdraw Failing) will be recorded if the course is dropped after the first quarter, indicating the student's progress at the time of withdrawal. There is no impact on GPA.

Progress Reports are issued mid-way through each quarter (approximately 4.5 weeks) to notify students and their parents or guardians of mid-term academic progress. Additionally, parents may monitor student progress regularly through the FOCUS Parent Portal. To communicate with teachers, parents may contact each teacher by phone at school or through email. Many teachers maintain a web page or post through our online platform Schoology to upload information such as homework, other assignments, major projects, unit assessments, and the course syllabus.

Semester Grades

A Semester Exam is required in all courses for high school credit. SemesterExams may not be given early. Semester grades for students who do not take the semester exam will be calculated with a 0% as the exam portion of the grade calculation. All make-ups for semester exams must be completed within 10 school days following the semester exam window. Once the exam is completed, the semester grade will be recalculated.

Course grades will be averaged as follows:

The student's semester grade is calculated by averaging according to the following scale:	
Quarter 1 = 40%	Quarter 3 = 40%
Quarter 2 = 40%	Quarter 4 = 40%
Semester Exam = 20%	Semester Exam = 20%
The Algebra I, Geometry, U.S. History, and Biology EOCs will constitute 30% of the final course grade. The grade will be calculated as follows:	
Quarter 1 = 35%	Quarter 3 = 35%
Quarter 2 = 35%	Quarter 4 = 35%
Semester Exam = 30%	EOC = 30%

Credit Recovery courses will follow the same grade calculation as all other similar courses.

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An ~~individual~~ IEP team will examine all information for each ESE student~~,~~ and ~~then~~ make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide~~,~~ standardized assessment requirements by ~~individual education plan~~the IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

Florida Course Credit Statute:

Florida Statute requires that a student enrolled in a year-long course shall receive a full credit if the student passes one semester of the course but fails the other semester, and the average of the two semesters is a 60% or higher based on the defined recalculation process.

If recalculation of a year-long grade, even if a semester grade of "F" was not earned, would result in a higher final grade for the student, this statute may also be applied. A student or parent must request this recalculation in writing. Schools must ensure students and parents are aware of this option.

The numeric semester grades will be averaged to calculate a year-long grade. If this average is to the student's benefit, it will be entered in the student's academic history as the final grade for the course. Each school will follow the district plan to ensure that the grade recalculation is completed and entered into the student system.

This rule applies when both semesters are taken within one school year, and the student fails one of the two semesters. Students continue to earn- half-credit for passing a semester of a course. This does not affect other credit recovery options.

Make-up Work

Following an excused absence, the student has the responsibility to contact his/her teachers on the next attended day in order to obtain any missed assignments. Work assigned prior to the absence is due the day the student returns to school. Work assigned during the student's excused absence is due within a period of time equal to the number of days that the student was absent.

Grade Point Average

1. A student's cumulative grade point average (GPA) will be calculated based upon all ~~of the~~ courses a student has completed, including courses taken for high school credit in middle school, except those where the forgiveness policy applies. Transfer credit(s) with a grade of Pass (P) will not be calculated into the ~~grade point average~~GPA. In order to graduate, students must earn a cumulative unweighted GPA of 2.0 on a 4.0 scale.

2. Parents of students who have a cumulative GPA of 1.5 or below at the end of each semester in grades 9, 10, 11, and 12 shall be notified that the student is at-risk of not meeting the graduation requirements. The notice shall contain an explanation of the policies the district has in place to assist the student in meeting the GPA requirement.

Class Rank:

1. For the purposes of class ranking, high schools will use a weighted grading system for appropriate courses as indicated in the Florida Department of Education Comprehensive Course Table for high school credit courses. Class rank for graduation will be determined in January of the current school year. Class rank is determined by a student's cohort, which is defined by the year that the student enters 9th grade.

2. Class rank will be determined based on courses for which credit and grades are awarded toward a Standard Diploma. Students earning a Access Points Pathway Standard Diploma,~~,~~ Hospital Homebound students, and Home Education students will not be included in the class ranking. A student's rank in class will be determined by using the cumulative weighted grade point average.

3. Class rank will be calculated and locked for graduation recognition purposes ten (10) school days after the

end of the first semester. After it is locked, there will be no recalculation of class rank for graduation purposes.

4. Grade weighting is done at the discretion of the school district. The School District of Manatee County will weight all courses, including those who transferred ~~in~~ from out of district, based on the scales described below.

5. Beginning with courses taken during the 2016-2017 school year ~~and thereafter~~, the grade weighting scale is as follows:

Unweighted Grade Points	Weighted Honors Course Grade Points	Weighted Advanced Studies Course* Grade Points
A=4	A=4.5	A=5
B=3	B=3.5	B=4
C=2	C=2.5	C=3
D=1	D=1.5	D=2

* (Section 1003.437, F.S., specifies that "For the purposes of class ranking, district school boards may exercise a weighted grading system pursuant to s. 1007.271." For districts that use a weighted grading system, s. 1007.271(18), F.S., states that "school districts and Florida College System institutions must weigh dual enrollment courses the same as Advanced Placement, International Baccalaureate, and Advanced International Certificate of Education courses when grade point averages are calculated. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited." This provision relating to GPA weighting includes all dual enrollment courses, including career education courses.)

6. Grades earned in Career and Technical Education courses that are Level 3 courses and lead to an industry certification are weighted the same as ~~a~~ grades earned in ~~an~~ Honors courses for the purpose of calculating grade point average (GPA).

Honors Recognition

The upper 10% of the graduating class, based on the weighted rank in class, will be graduated with Honors in the recognition of excellence in academic achievement. High schools will determine the top 10% and top 4% of the graduating class using the weighted grade point average. All Honors and Highest Honors students will be recognized at commencement. A Valedictorian and a Salutatorian will not be chosen.

Grade Forgiveness

Achievement of a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale is required for graduation. To assist students in meeting this requirement, districts may offer grade forgiveness policies, summer school, before-school or after-school attendance, special counseling, volunteers or peer tutors, school-sponsored help sessions, homework hotlines, and study skills classes.

1. To assist students in achieving a cumulative grade point average of 2.0 (unweighted) on a 4.0 scale, the forgiveness policy provides that students may replace a "D" or "F" with a grade of "C" or higher, earned subsequently in the same or comparable course. Only one grade and one credit may be earned for the same course. When a course is repeated, all grades appear on the student's transcript. The forgiveness policy applies only when a course is repeated after the course for which the "D" or "F" was earned. Students may repeat a course already passed only once.

2. The only exception to these forgiveness policies shall be made for a student in middle school who takes any high school course for high school credit and earns a grade of "C", "D", or "F". In such cases, the district forgiveness policy must allow the replacement of the grade with a grade of "C" or higher, earned subsequently in the same or comparable course. When a course is repeated, all grades appear on the student's transcript. All grades, except those that meet the conditions of the grade forgiveness policy, will be calculated in the grade point average.

3. In all cases of grade forgiveness, only the new grade is used in the calculation of the student's grade point average. Any course not replaced according to the forgiveness policy is included in the calculation of the cumulative grade point average required for graduation. Post-secondary institutions may have different grade forgiveness policies; therefore, the GPA may be recalculated to ~~and could~~ include ALL courses attempted. ~~This could recalculate GPA and~~which could affect admissions decisions.

4. An ~~E~~elective course~~s~~ may be replaced with any other elective course, as long as graduation requirements are still met with the substituted elective course. A student may choose to retake a high school course where no credit was awarded.

Courses for Graduation for Standard Diploma	Course completed	Course(s) that will Forgive the grade
Required specific courses for graduation (Biology, HOPE/PE, Algebra I, Geometry,	Regular course	Same course or Honors if available
U.S. History, U.S. Govt., Economics, World History)	Honors, AP, IB, AICE course	Same course or regular course
Required nonspecific courses for graduation (English, Mathematics, Science)	Regular course	Same course or Level 2 or Level 3 course in the same discipline
	Honors, AP, IB, AICE course	Same course or regular course, or Level 3 course in the same discipline
		Agriscience Foundations (8106810), if used as a science credit, can forgive an equally rigorous science

Electives	Any elective	Same course or any elective

Credit Recovery courses are elective credit-bearing courses with specific content requirements defined by Florida State Standards. Students enrolled in a Credit Recovery course must have previously attempted the corresponding course (and/or End-of-Course assessment)~~.~~ It is important to note that Credit Recovery courses are not bound by Section 1003.436(1)(a), Florida Statutes, requiring a minimum of 135 hours of bona fide instruction (120 hours in a school/district implementing block scheduling) in a designed course of study that contains student performance standards~~,~~ since the students have previously attempted successful completion of the corresponding course. Additionally, Credit Recovery courses should ONLY be used for credit recovery or grade forgiveness or to support on-time graduation.

Credits

The granting of course credit is based on an evaluation of the individual student's achievement of established district and state performance standards and other requirements as designated by the teacher. Performance standards will include specific course content as specified in statutes and in the district curriculum.

1. For the purpose of high school graduation requirements, one full credit is determined as follows:
    a. A minimum of 135 hours of bona fide instruction in a designated course of study which contains student performance standards; or
    b. For schools that have been authorized to implement block scheduling by the district school board, a minimum of 120 hours of bona fide instruction in a designated course of study that contains student performance standards for purposes of meeting high school graduation requirements.
2. One-half (.5) credit means a minimum of 67.5 hours of bona fide instruction or a minimum of 60 hours of bona fide instruction in a high school that implements block scheduling. One half (.5) credit shall be awarded at the end of each semester/term upon the satisfactory completion of course requirements.
3. Student performance standards must be met for each ~~A~~academic and Career and Technical Education Program in grades 9 through 12 for which credit toward high school graduation is awarded.
4. Credit will be awarded if a student who is not enrolled in or who has not completed a course takes and passes a statewide standardized assessment through the Credit Acceleration Program. No student may be granted credit toward high school graduation for enrollment in the following programs or courses:
    a. More than a total of nine elective credits in remedial programs.
    b. More than one credit in exploratory vocational courses.
    c. Any Level 1 course, unless the student's assessment indicates a more rigorous course would be inappropriate, in which case a written assessment of the need must be included in the Individual Education Plan or the Individual Progress Monitoring Plan and signed by the principal, school counselor and the parent, if the student is not 18 years or older.

5. Enhanced Instruction for Non-Proficient Students:

- Students must earn a Level 3 or higher in English Language Arts (ELA) and/or Math on a standardized assessment within the last two or more consecutive years. Students who do not meet these criteria may be required to receive enhanced instruction through a course that will assist in building the students' skills and in mastering standards.
- School administrators may use concordant/comparative scores on state-approved assessments. ~~(SAT, ACT, PERT. PERT may not be used by students entering 9th grade in 2019-2020 and thereafter.) to determine proficiency if no state standardized assessment scores are available at the time of enrollment.~~

6. Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

a. Parents must complete the Intensive Instruction Waiver Request Form (Appendix A).~~-~~

b. Student must be in 6th-11th grade.

III. Promotion

Promotion Guidelines

Students will be promoted based on the number of years ~~in which~~ they have attended high school:

First year—9th grade

Second year—10th grade

Third year—11th grade

Fourth year—12th grade

Students entering high school for the first time may be placed into the 9th grade.

Students who do not meet graduation requirements after the 8th semester of high school and choose to continue their high school education, may~~will~~ be placed in an alternative site at the start of their 9th semester.

Students who plan to graduate in three years will be promoted to 12th grade after the first semester of their third year in high school.

IV. Acceleration and Enrichment

Articulated acceleration is available and serves to shorten the time necessary for a student to complete the requirements associated with a high school diploma and a postsecondary degree, broaden the scope of curricular options available to students, or increase the depth of study available for a particular subject. This

includes, but is not ~~be~~ limited, to post-secondary Dual Enrollment and Early Admission, Cambridge Advanced International Certificate of Education Program (AICE), Advanced Placement (AP), and the International Baccalaureate (IB) Program. Credits earned through the Florida Virtual School shall provide additional opportunities for early graduation and acceleration.

Each high school shall advise students of programs through which a high school student can earn college credit, including AP, IB-, AICE, dual enrollment courses, career academy courses, and courses that lead to national industry certification, as well as offerings through virtual instruction.

To be eligible to participate in AICE, AP or IB programs, ~~A~~a student shall have a 3.0 grade point average and have earned Level 3 or higher on the state assessment~~FSA,~~ passed a nationally-normed standardized test, ~~or~~ earned the required comparative/concordant score within the last two years ~~to be eligible to participate in AP, IB, or AICE~~ , or ~~at~~ been granted admission at the discretion of the principal.

Eligibility requirements for dual enrollment programs are determined by each enrolling institution and can be accessed on the institution's website.

A student transferring in from out-of-state, homeschool, or private school with a state or national normed test score demonstrating that the course is academically appropriate, may enroll in AP, IB, or AICE. If requested by the student or parent, the principal may override the district criteria and place students in advanced studies courses based on data indicating that the student is capable of success in the courses. This data must be documented.

Home education students may participate in dual enrollment, career dual enrollment, early admission, and credit by examination. Credit earned by home education students through dual enrollment shall apply toward the completion of a home education program that meets the requirements of Section 1002.42, Florida Statute.

Advanced Placement (AP)

Advanced Placement (AP) is a program for ~~the enrollment of an~~ eligible secondary school students to enroll in college-level courses ~~in a course offered by the Advanced Placement Program~~ administered by the College Board. Postsecondary credit for an AP course may be awarded to students who score a minimum of 3 on a 5-point scale on the corresponding AP exam in accordance with the policies of the receiving college or university. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for AP courses in which they are enrolled, including fees for administration of the AP examination, regardless of whether the student achieves a passing score. Students requesting to take AP exams for courses in which they are not currently enrolled must pay for the cost of the AP exam.

~~A school may withdraw s~~Students earning a "D" or "F" in an Advanced Placement ~~C~~course at the end of first semester may be withdrawn and scheduled into another course in the same subject area.

AP Capstone™

AP Capstone™ is a diploma program based on two AP courses: AP Seminar and AP Research. These yearlong courses focus on developing the critical thinking, research, collaboration, time management, and

presentation skills students need for college-level work. If a student earns scores of 3 or higher in AP Seminar and AP Research, he or she will receive the AP Seminar and Research Certificate™. If a student earns scores of 3 or higher in AP Seminar and AP Research and on four additional AP Exams, the student will receive the AP Capstone Diploma™.

AP Seminar - During this course, students investigate a variety of topics through various viewpoints. Students will also complete a team project and an individual paper and presentation, as well as take a written end-of-course exam.

AP Research - In AP Research, students explore various research methods and complete an independent research project. The project can build on a topic, problem, or issue covered in AP Seminar or on a brand-new topic of your own choosing. At the end of the project, students submit an academic paper and present and defend the research findings.

International Baccalaureate (IB)

~~The~~ International Baccalaureate (IB) is a ~~P~~program administered by the IB Organization ~~is the curriculum~~ whereby eligible secondary students are enrolled in a prescribed program of studies ~~offered through the IB Program administered by the IB Office~~. The State Board of Education has established rules that specify the cutoff scores ~~and~~ forIB ~~E~~examinations that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for IB courses in which they are enrolled, including fees for administration of the examinations, regardless of whether or not the student achieves a passing score on the examination.

~~A school may withdraw~~ ~~s~~Students earning a "D" or "F" in an IB ~~C~~course at the end of the first semester may be withdrawn and scheduled into another course in the same subject area.

Cambridge Advanced International Certificate of Education (AICE)

Cambridge Advanced International Certificate of Education (AICE) provides a high-quality curriculum which prepares young people for honors degree programs. It requires the study of subjects drawn from three curriculum areas; mathematics and science, languages, and arts and humanities. AICE offers students the opportunity to tailor their studies to their individual interests, abilities, and future plans within an international curriculum framework. The State Board of Education has established rules that specify the cutoff scores that will be used to grant postsecondary credit at community colleges and universities. Students shall be awarded a maximum of 30 college semester credit hours. Students shall be exempt from the payment of any fees, excluding restocking fees when applicable, for Cambridge AICE courses in which they are enrolled, including fees for administration of the examinations, regardless of whether or not the student achieves a passing score on the examination. Students requesting to take Cambridge AICE exams for courses in which they are not currently enrolled must pay for the cost of the Cambridge AICE exam.

~~A school may withdraw s~~Students earning a "D" or "F" in an AICE course at the end of the first semester may be withdrawn and scheduled into another course in the same subject area.

Early High School Graduation

Early high school graduation is an option if a student has completed a minimum of 24 credits and meets all graduation requirements in less than 8 semesters, or meets the 18 credit, ACCEL Diploma Option. A student who graduates early may continue to participate in school activities and social events and attend and participate in graduation events with the student's cohort as if the student were still enrolled in high school. A student who graduates early will be included in class ranking, honors, and award determinations for the student's cohort. Cohort is defined by the FLDOE as when the student enters 9th grade (1003.4281).

A student who graduates early must comply with district school board rules and policies regarding access to the school facilities and grounds during normal operating hours.

Advancement Via Individual Determination (AVID)

Advancement Via Individual Determination (AVID) is designed to prepare students for college and career readiness and success. Students who apply for and are accepted must also take at least one weighted course (Honors, Pre-AP, AP, IB, AICE, and ~~D~~dual ~~E~~enrollment) and the AVID Academic elective. AVID is designed for students who are capable of completing a college-preparatory curriculum. The AVID curriculum supports students as they undertake the most rigorous courses, with an emphasis on writing as a learning tool, the inquiry method, collaborative course grouping, organization, and academic reading. Principals are encouraged to make exceptions to the placement criteria in AVID students' areas of strength.

~~Middle School~~High School Dual Enrollment for Middle School Students

High school courses may be taken by eligible middle school students.

1. High school courses taken during middle school may be used to satisfy high school graduation requirements and Florida Bright Futures ~~S~~scholarship requirements.
2. A student must be granted credit toward high school graduation requirements for courses completed in middle school. Grades for high school credit courses taken during middle school will appear on the high school transcript, and the grades will average into the student's high school grade point average (GPA).
3. High schools shall not award high school credit for courses taken in middle school if the middle school did not award the high school credit.
4. Middle school students taking courses that require an EOC must follow statute.

Post-Secondary Dual Enrollment and Early Admission

Post-Secondary Dual Enrollment ~~P~~programs and Early Admission are available at all high schools.

1. ~~The~~ Dual Enrollment ~~P~~program is defined as the enrollment of an eligible secondary student or home education student in a postsecondary course creditable toward high school completion ~~and~~ AND a career and technical certificate or an associate or baccalaureate degree. dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and shall

not be used to enroll students in isolated career courses.

2. The School Board shall inform all secondary school students of dual enrollment as an educational option and mechanism for acceleration. Students shall be informed of eligibility criteria, the option for taking dual enrollment courses beyond the regular school year, and the minimum academic credits required for graduation. District school boards must annually assess the demand for dual enrollment ~~and other advanced courses~~, and the district school board shall consider strategies and programs to meet that demand and include access to dual enrollment on the high school campus whenever possible. Information regarding student education options which discriminate against dual enrollment courses is prohibited.

3. Students enrolled in postsecondary instruction that is not creditable toward the high school diploma shall not be classified as dual enrollment.

4. Students who are eligible for dual enrollment shall be permitted to enroll in dual enrollment courses conducted during school hours and after school hours.

5. Instructional time for such enrollment may vary from 900 hours; however, the school district may only report the student for a maximum of 1.0 Full-~~t~~Time Equivalency (FTE). Any student so enrolled is exempt from the payment of registration, tuition, and laboratory fees. Vocational-preparatory instruction, college-preparatory instruction, and other forms of pre-collegiate instruction, as well as physical education courses that focus on the physical execution of a skill rather than the intellectual attributes of the activity, are ineligible for inclusion in the dual enrollment program. Recreation and leisure studies courses shall be evaluated individually in the same manner as physical education courses for potential inclusion in the program.

6. Each semester of instruction that is eligible for high school and postsecondary credit shall be reported by school districts as 75 membership hours for purposes of FTE calculation. ~~Any student so enrolled is exempt from payment of registration, tuition, the purchase of the primary text, and laboratory fees.~~

7. Dual enrollment courses are weighted the same as AP, AICE, and IB courses. Alternative grade calculation or weighting systems that discriminate against dual enrollment courses are prohibited.

8. The Department of Education adopted guidelines to achieve comparability across school districts of both student qualifications and teacher qualifications for dual enrollment courses. A high school student must complete the following:

    a. Demonstrate~~e~~ion of readiness for college-level course work if the student is to be enrolled in college courses;

    b. Demonstrate~~e~~ion of readiness for career-level course work if the student is to be enrolled in career courses;

    c. Indicate~~e~~ion that, in addition to the required placement examination, student qualifications for enrollment in college credit dual enrollment courses must include at least a 3.0 unweighted GPA, and student qualifications for enrollment in career certificate dual enrollment course must include at least a 2.0 unweighted grade point average.

9. Career dual enrollment shall be provided as a curricular option for secondary students to pursue in order to earn a series of elective credits toward the high school diploma. Career dual enrollment shall be available for secondary students seeking a degree or certificate from a complete career-preparatory program and shall not be used to enroll students in isolated career courses.

10. The Inter-institutional Articulation Agreement is jointly developed between the School District of Manatee County and State College of Florida, University of South Florida, and/or other postsecondary institutions to provide advanced instruction for those students who demonstrate a readiness to engage in postsecondary academic work. In this program, students may earn credit toward both a high school diploma and an ~~A~~aassociate or ~~B~~bbaccalaureate ~~D~~ddegree. The agreement includes the following:

    a. A delineation of courses and programs available for students;

    b. A plan for the ~~community college~~institution to provide guidance services to participating students on the selection of courses in the dual enrollment program;

    c. The process by which students are eligible to participate in dual enrollment and by which their parents are informed about opportunities to participate in acceleration programs;

    d. An assurance that each dual enrollment student is encouraged to identify a postsecondary education objective with which to guide the course selection;

    e. An assurance that each student has a plan that includes a list of courses that will result in an Applied Technology Diploma, an Associate in Science degree, or an Associate in Arts degree, and, if the student identifies a baccalaureate degree as the objective, the plan must include courses that will meet the general education requirements and any prerequisite requirements for entrance into a selected baccalaureate degree program;

    f. The process by which students and their parents exercise their option to participate in an acceleration program;

    g. An explanation of ~~H~~high school credits earned for completion of each dual enrollment course;

    h. An explanation of ~~P~~postsecondary courses that meet the criteria for inclusion in the district articulated acceleration program to be counted toward meeting graduation requirements;

    i. The ~~E~~eligibility criteria for student participation;

    j. An explanation of ~~I~~institutional responsibility for screening prior to enrollment and monitoring student performance subsequent to enrollment;

    k. An ~~I~~identification of the instructional quality criteria for dual enrollment courses and programs that are to be judged;

    l. A delineation of institutional responsibilities for instructional quality;

    m. A delineation of responsibilities for cost of dual enrollment courses and instructional materials;

n. A description of ~~T~~transportation;

o. The process for converting college credit hours through dual enrollment and early admissions to high school credit; and

p. An identification of the responsibility of the postsecondary educational institution for assigning letter grades for dual enrollment courses and the responsibility of school districts for posting dual enrollment grades to the high school transcript as assigned by the postsecondary institution awarding credit.

11. Only those academic elective courses approved in the Dual Enrollment Articulation Agreement can be taken for ~~D~~dual ~~E~~enrollment ~~C~~credit. An academic elective that counts as credit toward graduation can be taken as ~~D~~dual ~~E~~enrollment with the approval of the principal.

12. The State Board of Education shall determine the number of postsecondary credit hours earned through dual enrollment that satisfy the requirements of the district's inter-institutional articulation agreement and that equal one full credit of the equivalent high school course.

13. When dual enrollment is provided on the high school site by college or university faculty, the school district shall reimburse the costs associated with the proportion of salary and benefits and other actual costs of the college or university to provide the instruction. Charter ~~S~~schools are an entity of the School District of Manatee County and are bound by the rules and policies of the approved IAA between the school district and State College of Florida, University of South Florida, or other postsecondary institutions. While the School District of Manatee County will be invoiced for the tuition, charter schools receive FTE for ~~D~~dual ~~E~~enrollment students and will be responsible to the School District for all dual enrollment tuition encumbered by their students.

Credit by Examination

Credit by examination is the program through which postsecondary credit is earned based on the receipt of a specified minimum score on nationally standardized general or subject area examinations. The State Board of Education states minimum scores required for an award of credit in the statewide articulation agreement.

College and University Programs

1. Students who wish to participate in an educational program offered by accredited schools, colleges, or universities~~,~~ must have prior written agreement with the school principal, detailing any credit or grade acceptance toward high school graduation or inclusion on the high school transcript. Final inclusion on the high school transcript will be completed only upon the school's receipt of all necessary documentation from the appropriate institution.

2. All evidence of work/credits earned at another school will be based on an official transcript authenticated by the proper school authority. Credits from state or regionally accredited schools shall be accepted at face value, subject to validation where deemed necessary. Credits earned through alternative delivery systems that are accredited by a regional accrediting association, non-accredited

schools, home schools, or non-accredited correspondence schools shall be validated by the administration of examinations or by establishing credits earned through successful performance in subsequent courses.

With the approval of the principal, students may earn credit through ~~D~~dual ~~E~~enrollment, Advanced Placement, Cambridge Advanced International Certificate of Education ~~Certificate~~, International Baccalaureate programs, Florida Virtual School, and by using substitutions indicated in the course code directory. Home education students may participate in ~~C~~college ~~D~~dual ~~E~~enrollment, working directly with ~~and~~ State College of Florida, University of South Florida~~-~~, or other postsecondary institutions, career and technical dual enrollment and early admission and credit by exam by postsecondary institutions. Dual ~~E~~enrollment credit earned by home education students shall apply toward the completion of a home education program that meets the requirements of state statute.

Academically Challenging Curriculum to Enhance Learning (ACCEL)

Each school must offer the following ACCEL options: whole-grade and mid-year promotion, subject-matter acceleration, virtual instruction in higher grade level subjects, and Credit Acceleration Program (CAP). Whole-grade and mid-year promotion requires secondary students to meet student progression course/credit promotion criteria. Subject-matter acceleration is available when a student has met the prerequisite course requirements for that content area. Virtual instruction in higher grade-level subjects is available when students have exhausted the course offerings at the school, and students meet the course prerequisites. The Credit Accelerated Program may be used for any course that requires an end-of-course exam to earn credit in the course. In addition to these requirements, the following must be considered when establishing eligibility:

1. The student's performance on required state assessments
2. The student's grades or grade point average
3. The student's attendance and conduct
4. Teacher and school counselor recommendations

Each school must inform students and parents of these options. A student or a parent may request one of these options by written request to the principal. This will be followed by a parent conference to discuss eligibility and placement.

Credit Acceleration Program (CAP)

1. The Credit Acceleration Program (CAP) is created for the purpose of allowing a student to earn high school credit in a course that requires a statewide, standardized end-of-course assessment if the student attains a specified score on the assessment. If the student attains a score indicating satisfactory performance on the corresponding statewide standardized end-of-course assessment then the school district shall award course credit to a student who is not enrolled in the course, or who has not completed the course. The school district shall permit a student who is not enrolled in the course, or who has not completed the course, to take the standardized end-of-course assessment during the regular

administration of the assessment. If a student earns course credit without enrollment in a course via the CAP, a grade of "T" is recorded on the transcript in the Grade column.

2. The credit will be awarded for the course as prescribed by state statute when a student fails a course requiring an EOC to earn credit, but attains a score indicating satisfactory performance on the corresponding EOC. Students must retake the course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course and earns a "C" or above.

3. A student will be awarded course credit for earning a grade of 3 or higher on an Advanced Placement exam, even if not enrolled in the course, or for passing a CLEP test. If a student fails an AP course, but attains a score indicating satisfactory performance on the corresponding AP exam, credit will be awarded for the course as prescribed by state statute. Students must retake the course or an equivalent course in order to use the grade forgiveness policy. The failing grade will be calculated in the GPA unless the student retakes the course or an equivalent course and earns a "C" or above.

V. Graduation Requirements

General Information

A student in a Manatee County public school may earn a Standard Diploma~~, a Special Diploma for Exceptional Education Students who meet specific cohort entry requirements,~~ or a Certificate of Completion. All requirements must be met before a diploma or certificate is awarded. The diploma or certificate will be awarded to reflect the year that the final requirements are met. To earn a diploma, a student must meet the graduation requirements for the school year in which that student entered ninth grade for the first time. In accordance with the Individuals with Disabilities Act (IDEA), students with disabilities may receive services through the public school system through age 21 (i.e., until their 22nd birthday) or until they graduate with a Standard Diploma, whichever comes first.

Before a student graduates from high school, the school shall assess the student's preparation to enter the work force and provide the student and student's parent/guardian with the results of the assessment. The Department of Education has determined that, because required state assessments assess certain Education Goal 3 standards, which were developed from a United States Secretary of Labor's report on necessary skills, the required state assessments can serve as this assessment.

Students who have met all requirements for the standard high school diploma except for passage of the required state assessment or an alternate assessment by the end of Grade 12 must be provided the following learning opportunities:

1. participation in an accelerated high school equivalency diploma preparation program during the summer;

2. upon completion of Certificate of Completion, be allowed to take the Postsecondary Education Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate: and

3. participation in an adult general education program for such time as the student requires to master

English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational-preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

Change in Graduation Requirements

School Board approval is required prior to ~~a school's~~ increasing a school's graduation requirements. An increase in academic credit or minimum grade point average requirements shall not apply to students in grades 9-12 at the time of the increase.

District ~~S~~school ~~B~~boards may not establish requirements for the ACCEL Accelerated Diploma Option in excess of the requirements as per statute.

Participation in the Graduation Ceremony

A student must complete all requirements for a standard or special diploma in order to participate in his/her high school graduation ceremony. A student must be registered at a Manatee ~~D~~district high school in order to participate in that high school's graduation ceremony or must be enrolled in a School District of Manatee County sanctioned educational option. A full-time virtual school student will not be allowed to participate in graduation at his or her zoned school.

A student who withdraws from a high school, enrolls in an adult program, and successfully completes the Graduate Educational Development (GED) tests, may participate in the adult high school graduation ceremony, and is awarded a State of Florida diploma. Students may not participate in the graduation ceremony with their previous high school.

Special Education students who earn a Certificate of Completion as addressed in the IEP may participate in the graduation ceremony. A student who receives a Certificate of Completion due to not meeting graduation requirements for a Standard Diploma may not participate in any graduation ceremony. A Special Education student whose diploma has been deferred based on the IEP team decision will be permitted to participate in the graduation ceremony for his or her cohort group only.

Summer Graduation

A student who completes the 12th grade having met all of the graduation requirements except for one credit may attend summer school. If the student satisfactorily completes the credit, the student may participate in the district summer graduation ceremony.

~~A student who completes the 12th grade, having met all of the graduation requirements except for the assessment requirement (either by passing the required state assessment or by achieving a concordant score) and successfully completes the Graduate Educational Development (GED) tests by June 30, may participate in the district summer graduation ceremony and be awarded a Manatee School District of Manatee County~~

~~diploma.~~

Students who graduate from an alternative educational path as sanctioned by the School District of Manatee County may participate in the summer graduation ceremony. Students enrolled in a School District of Manatee County alternative high school who are not permitted to walk with their zoned schools~~,~~ may participate in the district summer graduation ceremony.

Graduation Requirements: Standard Diploma

Standard Diploma Options:

To graduate from a Manatee County public school, all students seeking a standard diploma must select one of the graduation diploma options:

1. Four Year Standard Diploma 24 credits
2. ACCEL Accelerated Graduation Option 18 credits
3. CTE Graduation Pathway 18 credits

Students must select one of the graduation options. The choice is exclusively up to the student and his/her parent/guardian .

Each year, schools shall notify students in grades 6 – 12 and their parent of the high school graduation options and requirements, including the respective curriculum requirements for those options, so ~~that~~ the student and parent/guardian may select the program which best fits their needs. This notification shall be made prior to the annual spring registration of students for the following year, so ~~that~~ the student's academic plan can be selected or modified to meet the needs of the student. Students must be advised of eligibility requirements for state programs and postsecondary admissions.

If the student and parent/guardian fails to select a diploma option, the student shall be considered to have selected the Four Year Standard Diploma option, which requires 24 credits.

Changing between Standard and Accelerated Diploma Options:

Once a diploma option is selected, the option remains in effect throughout the student's high school experience, unless the parent and student submit ~~in writing a~~a written request to change diploma options as part of the registration process for the upcoming school year. Any such change must be submitted in writing.

Diploma Endorsement:

School ~~B~~boards may attach a Florida Gold Seal Career and Technical Endorsement to a Standard Diploma or award differentiated diplomas to those exceeding the prescribed minimums.

Grade Point Average:

In order to graduate from high school, students must achieve a cumulative unweighted grade point average (GPA) of 2.0 on a 4.0 scale in the courses required for graduation.

State Assessment:

Students must meet all state assessment requirements in order to graduate from high school with a Standard Diploma. Students may use concordant scores or the required state assessments waiver (ENNOBLES Act) to satisfy this requirement.

Diploma Designations:

The **Florida Seal of Biliteracy** Program is established to recognize high school graduates who have attained a high level of competency in listening, speaking, reading, and writing in one or more foreign languages, in addition to English, by the award of a silver or gold seal on a Standard Diploma. The criteria for both seals can be found at http://www.fldoe.org/academics/eng-language-learners/world-languages-foreign-languages.stml .

Students may earn either a **Scholar Diploma** designation or a **Merit Diploma** designation by meeting specific criteria. The criteria is identified in the cohort charts to follow.

Credit Requirements: Standard Diploma

Students receiving a Standard High School Diploma must meet the requirements specified in Florida Statutes. More information on graduation requirements can be found at https://www.fldoe.org/schools/k-12-public-schools/sss/graduation-requirements/.

CTE Graduation Pathway:

Beginning with the 2019-2020 school year, a student is eligible to complete an alternative pathway to earn a standard high school diploma through this ~~new~~ option by:

- Earning at least 18 credits.
- Earning a cumulative grade point average of a 2.0 on a 4.0 scale.
- Completing the ~~S~~same requirements as for a standard diploma in ELA, Math, Science and Social Studies.
- Completing two credits in career and technical education. The courses must result in a program completion and an industry certification.
- Completing two credits in work-based learning programs. A student may substitute up to two credits of electives, including one-half credit of financial literacy~~, for work-based learning program courses to fulfill this requirement~~.

Course Information

Mathematics:

Successful completion of Algebra IA and Algebra IB will satisfy the Algebra I requirement for graduation. A certified school counselor or the principal's designee must advise students that state universities may require ~~for admission~~ three additional mathematics courses at least as rigorous as Algebra I for admission. Level III Mathematics courses in the Florida Course Code Directory may substitute for the Algebra I requirement. Transfers from outside Manatee County may fulfill the Algebra I requirement with the state equivalents. Credit may not be earned for more than one of the options. Students must earn the necessary mathematics credits required for graduation.

A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one mathematics credit. Substitution may occur for up to two mathematics credits, except for Algebra I and Geometry. This option will not impact a student's grade point average as no grade is awarded for the substituted math course.

A student may substitute a credit in computer science, if identified as equivalent in rigor by the ~~c~~Commissioner, for one mathematics requirement except for Algebra I and Geometry. A computer science credit may only be used to substitute one course (either mathematics or science).

A student that earns an industry certification in 3D rapid prototype printing may substitute up to two credits of the mathematics requirement, with the exception of Algebra I, if the ~~c~~Commissioner identifies the certification as being equivalent in rigor.

U.S. Government:

Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4). The Lou Frey Institute has created a supplemental resource guide and a practice examination for the FCLE. This has been approved by FDOE and is now available here: https://www.fldoe.org/accountability/assessments/k-12-student-assessment/fcle.stml.

~~Comprehensive health education addresses 14 component areas under Florida State Comprehensive health education under Florida State Statute 1003.42 (2)(n).~~

~~**Required Instruction Grades K-12**~~

- ~~Community health~~
- ~~Consumer health~~
- ~~Environmental health~~
- ~~Family life~~
- ~~Injury prevention and safety~~
- ~~Internet safety~~
- ~~Nutrition~~
- ~~Personal health~~

- ~~Prevention and control of disease~~

- ~~Substance use and abuse~~
- ~~Prevention of child sexual abuse, exploitation, and human trafficking~~

~~For students in grades 7 through 12, shall include a teen dating violence and abuse. This component must include that includes, but is not be 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.~~

~~For students in grades 6 through 12, shall include an awareness of the benefits of sexual abstinence as the expected standard and the consequences of teenage pregnancy.~~

~~Life Skills:Resiliency Education:~~

~~School districts must annually provide a minimum of five (5) hours of data-driven instruction to students in grades 6-12 related to civic and character education and life skills education through resiliency education using the health education standards adopted in Rule 6A-1.09401, F.A.C., Student Performance Standards. The instruction will advance each year through developmentally appropriate instruction and skill building and must address, at a minimum, the following topics:~~

~~1. Strategies specific to demonstrating resiliency through adversity, including the benefits of service to the community through volunteerism;~~

~~2. Strategies to develop healthy characteristics that reinforce positive core values and foster resiliency such as:~~

~~a. Empathy, perseverance, grit, gratitude and responsibility;~~

~~b. Critical thinking, problem-solving and responsible decision-making;~~

~~c. Self-awareness and self-management;~~

~~d. Mentorship and citizenship; and~~

~~e. Honesty.~~

~~3. Recognition of signs and symptoms of mental health concerns;~~

~~4. Promotion of resiliency to empower youth to persevere and reverse the harmful stigma of mental health by reframing the approach from mental health education to resiliency education;~~

~~5. Strategies to support a peer, friend, or family member through adversity;~~

~~6. Prevention of suicide;~~

~~7. Prevention of the abuse of and addiction to alcohol, nicotine, and drugs; and~~

~~8. Awareness of local school and community resources and the process for accessing assistance.~~

~~Life skills that build confidence, support mental and emotional health, and enable students to overcome challenges, including:~~

~~a. Self-awareness and self-management.~~

~~b. Responsible decision-making.~~

~~c. Resiliency.~~

~~d. Relationship skills and conflict resolution.~~

~~e. Understanding and respecting other viewpoints and backgrounds.~~

~~A link to access and review the instructional materials used to teach the curriculum will be included on the district's website. The process to request an exemption will also be posted on the district's website. Appendix C contains the Parent Opt-Out form for Health Education.~~

~~Students in grades 9-11 must receive basic training in first aid, including cardiopulmonary resuscitation. This training must be based on a one-hour, nationally recognized program that uses the most current evidence-based emergency cardiovascular care guidelines.~~

Science:

1. Agriscience Foundations I may count as a science credit.
2. Integrated Science I, II, and III taken in sequence will meet the science requirements. The School District of Manatee County will only offer this series of courses for ESE students. These students are required to take the Biology EOC at least one time.
3. A student who earns an industry certification for which there is a statewide college credit articulation agreement approved by the State Board of Education may substitute the certification for one Biology

credit. Substitution may occur for up to two science credits, except for Biology I. This option will not impact a student's grade point average as no grades are awarded for the substituted science course.

4. A student who earns credit in a computer science course may substitute the computer science credit for one science credit, except for Biology I, if identified as equivalent in rigor by the Commissioner. A computer science credit may only be used to substitute one course (either mathematics or science).

Community Service:

If offered at the high school, students may enroll in Voluntary Public Service (0500370) or Voluntary School/Community Service (2104330). Students may earn community service hours and elective credit for the Voluntary Public Service course. To receive credit for the Voluntary School/Community Service course, students must complete at least 75 community service hours. Students will be awarded social studies elective credit as well as the community service hours earned during completion of the course standards.

Health Opportunities through Physical Education (HOPE):

HOPE is a year-long health and physical education (PE) course required of all high school students. A school may not require students to take the one credit in HOPE or a Health/PE variation of HOPE during the ninth grade.

Schools may offer ~~t~~one of the following options to meet the health/PE graduation requirement:

- student takes ½ credit in Physical education and ½ credit in Personal Fitness;
- student takes the one credit HOPE Core course; or
- student takes the one credit HOPE Physical Education Variation course.

Students can meet the HOPE requirement by passing .5 credit of Personal Fitness and .5 credit in a Physical Education course.

Certain activities as follows may satisfy a portion ~~of~~ or all of the HOPE/Physical Education requirement.

1. Interscholastic Sports:

   Participation in two seasons of an interscholastic sport at the junior varsity and varsity levels satisfies the full 1 credit HOPE requirement.

2. Junior Reserve Officers Training Corps (JROTC):

   Completion of two years in a Junior Reserve Officers Training Corps (JROTC) course satisfies the full one credit of HOPE/physical education requirement and the full one credit of Performing Arts requirement. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

3. Completion of one semester, with a grade of "C" or better in a marching band class, in a physical activity class that requires participation in marching band activities as an extracurricular activity, or in a dance

class shall satisfy .5 credit in physical education or .5 credit in performing arts. This credit may not be used to satisfy the personal fitness requirement or the requirement for adaptive physical education under an IEP or Section 504 plan.

4. The HOPE curriculum includes education on teen dating violence and abuse as required by statute.

~~Online Course:~~

~~Students entering 9th grade in the 2011-2012 school year and thereafter are required to pass one (1) course by some means of virtual instruction or blended learning course taught by an instructor certified to teach the course. A school may not require a student to take this on-line course or blended learning course outside the school day or in addition to the student's courses for a given semester. An on-line course or blended learning course taken during grades 6-8 for high school credit fulfills this requirement. This requirement does not apply to a student who has an IEP which indicates that an on-line course would be inappropriate or to a student who is enrolled in a Florida high school and has less than one academic year remaining in high school.~~

Assessment Requirements:

To meet graduation requirements, a student must earn passing scores on the required state-wide assessments or earn scores on a standardized test (PSAT, SAT, and/or ACT) that are concordant/comparative with passing scores on the required state-wide assessments. Participation in the assessment program is mandatory for all school districts and all students attending public schools. Students who transfer from out-of-state, home education or private school must have a passing score on a state-wide end-of-course assessment for Algebra from the previous state/district attended or a concordant score.

Civics: Beginning with the 2021-2022 school year, students taking U.S. Government are required to take the assessment of civic literacy identified by the State Board of Education pursuant to s. 1007.25 (4). Students earning a passing score on this assessment are exempt from the postsecondary civic literacy assessment required by s. 1007.25 (4).

Concordant Scores by Year Student Entered Grade 9: 2010-11 through 2018-2019		
Assessment	**Reading Score**	**Math Score**
NGSSS Algebra I EOC FSA Algebra I		399* (2011-12) 489** (2014-15) 497 (2014-2015 to present)
FCAT 2.0 FSA ELA FSA ELA	245 (2010-2013) 349 (2013-2014) 350 (2014-2015 to present)	
SAT	430	
ACT	19	
PERT		97
SAT (Beginning with Spring 2016 administration through August 1, 2018):		

SAT Evidence- Based Reading and Writing	430	
SAT Reading Subtest	24	
*Students who entered Grade 9 in the 2010–11 school year were required to earn course credit in Algebra 1 or an equivalent course and participate in the Algebra 1 EOC Assessment. The results of the Algebra 1 EOC Assessment must constitute 30% of these students' final course grade, but there is not a passing requirement for this cohort of students.		
**Students who took the assessment prior to the adoption of the passing score on the new scale adopted by the State Board in January 2016 are eligible to use the alternate passing score for graduation, which is linked to the passing score for the previous assessment requirement.		
Concordant Scores by Year Student Entered Grade 9: 2019-2020 and Beyond		
Assessment	**Reading Score**	**Math Score**
FSA Algebra I EOC		497
Grade 10 FSA ELA	350	
SAT	480 (EBRW)	420 (Math)
ACT	18 (Average of English and Reading)	16 (Math)
PSAT		430

Once a student who has failed the required state assessment for graduation has met the assessment graduation requirement for a standard high school diploma with a concordant score, the student is not required to

continue retaking the required state assessment for graduation for the purpose of high school graduation and may be removed from an intensive intervention course at the change of the semester. Students scoring at Level 1 and 2 on required state assessments in reading and/or math must continue to receive intervention and remediation within the MTSS framework irrespective of meeting graduation requirements through concordant/comparative score if the problem-solving team finds the services necessary.

Students Currently Holding a Certificate of Completion:

5. Students currently holding a Certificate of Completion who are seeking a standard diploma must meet a concordant score based on the statute governing their 9th grade cohort requirements. As always, students may use a combination of SAT and ACT scores to meet the high school graduation testing requirements.

Test	Date Taken	Concordant Score
SAT Mathematics	Prior to March 2005	370
	March 2005 and Beyond	340
SAT Reading	Prior to March 2005	410
	March 2005 and Beyond	420
ACT Reading	N/A	19
ACT Mathematics	N/A	15
PERT	Beginning with students who graduated in 2015 through 2022 graduates.	97

The flexibility for concordant score requirements will be retained for students in this cohort who do not meet the requirements in 2010.

a. Students presenting ACT scores (no date restriction): Students may use the 2003 ACT concordant score requirements to meet the high school graduation testing requirements in reading and mathematics.

b. Students presenting SAT scores dated prior to March 2005: Students must use the 2003 concordant score requirements to meet the high school graduation testing requirements in reading and mathematics.

c. Students presenting revised SAT scores dated March 2005 and beyond: Students may use either the 2003 or 2009 concordant score requirements (mix and match to their advantage) to meet the high school graduation testing requirements.

VI. Diploma Options

ACCEL Diploma

Selection of the ACCEL Diploma Option:

Prior to a student selecting the ACCEL accelerated diploma option, designated school personnel should meet with the student and his/her parent to explain the requirements, advantages, and disadvantages of this option.

Students choosing the ACCEL diploma option must attend high school as a full-time student. No requirements for the ACCEL accelerated three-year high school graduation options shall be established in excess of the requirements listed in statute. A student who meets all of the requirements for a three-year diploma shall be awarded a standard diploma in a form prescribed by the State Board of Education.

Course Requirements for the ACCEL Accelerated Diploma:

A Standard Diploma will be awarded to a student who:

1. Completes Florida's high school Standard Diploma course requirements (based on the grade 9 cohort year) without the required physical education course and only three credits in electives (total of 18 credits)

~~2. An on-line course is not required.~~

~~3.~~2. Maintains a cumulative grade point average (GPA) of 2.0 on a 4.0 scale.

Diploma Equivalency Options

Other diploma options for Manatee district students include:

1. Adult High School Diploma
2. High School Equivalency Diploma (GED) Option

3. Performance-Based Exit Option (for DJJ Students only)

Adult Student High School Diploma:

In order to earn an Adult Education Standard Diploma, a student enrolled in an adult education program must meet all of the requirements for a Standard Diploma. However, the laboratory component for the science requirements may be waived if facilities are not available; ~~and~~ the credit in physical education may be waived, and elective credit may be substituted.

Any course listed within the Florida Course Code Directory in the areas of art, drama, dance, or music may be taken by adult education students and will satisfy the credit in performing arts that is required for high school graduation.

High school credit may be awarded for educational experience in the Armed Forces, to include the following:

1. Two elective credits for any individual who has completed one full year of military service~~:~~;
2. Correspondence courses completed under USAFI~~:~~; or
3. Organized courses completed in a school operated by the Armed Forces.

Credits may be awarded for prior learning and nonacademic activities. Up to eight credits may be awarded for experience. High school credit may be granted on the basis of examinations, administered as prescribed in State Board Rule.

Course credit or other evidence of work earned in another school district at an accredited school shall be transferred into Manatee County Adult School based on face value as authorized by State Statute, State Board of Education Rules, Manatee County School Board Policy, and the appropriate school authority. If deemed necessary, additional validation may be required.

Students 16 years old or older, with the approval of the principal, may exercise the Adult Education course option to earn up to four additional credits during their high school career.

Special assistance to obtain a high school equivalency diploma pursuant to Florida Statute may be given only when the student has completed all requirements for graduation except the attainment of the required cumulative grade point average.

High School Equivalency Diploma (GED) Option:

The GED is a battery of four General Educational Development Tests. A student must be 16 years of age at the time of application.

The GED Testing Center is located at ~~the~~ Manatee Technical College. The student must apply and pay online to schedule their test at www.ged.com . The test itself is taken at MTC West.

A student under the age of 16 must complete the Florida GED Testing Program's Testing Eligibility Exception Form (also known as the Underage Waiver) and submit it to the approved GED Testing Center.

After satisfactorily passing the High School Equivalency Test, the student will receive a State of Florida High

School Diploma and will be considered an adult graduate. The student may participate in the adult high school graduation ceremony.

Performance-Based Exit Option:

The Performance-Based Diploma Exit Option is an alternative route to graduation for eligible Department of Juvenile Justice (DJJ) students who may not graduate with their cohort group because of credit deficiency, low grade point average, or being over-age for the grade. The program is not an option for early exit; it is designed to help students who fall behind to graduate with their kindergarten cohorts by receiving a State of Florida High School Performance- Based Diploma.

The program is designed to provide some academic support for students who are in jeopardy of not graduating with their cohort group. These students cannot graduate before their entry level classmates. The Manatee County model includes direct, explicit instruction, and an online instructional program.

The students must meet all of the following eligibility criteria:

1. The student must be enrolled in and attending a PK-12 program.
2. The student is at least 16 years old.
3. The student is enrolled in courses that meet high school graduation requirements and is earning and receiving credits.
4. The student is over-age for grade, behind in credits, or has a low grade point average, and is in jeopardy of not graduating with his or her cohort group.
5. The cohort group with which the student entered kindergarten is graduating or has graduated.
6. The student's reading level must be at seventh grade or higher at the time of selection (ninth grade or higher at the time of testing for the Florida High School Diploma authorized under Rule 6A-6.0201, F.A.C), as documented by a passing score on the Test of Adult Basic Education (TABE) reading component or other assessment to determine grade-level proficiency.
7. The student has acceptable scores on official GED Practice Tests administered under testing conditions.

Admission Procedures for Performance-Based Exit Option:

After initial eligibility is determined, a comprehensive review of student records by the child study team, including grades, credits, and educational plans, must be completed to determine if the Performance-Based Exit Option Model is the most appropriate educational strategy.

Parents must be informed and give consent to the student's participation in this option.

The student's record must include notification and eligibility, parents' right to administrative review of proposed placement, and parent consent for student participation prior to placement.

Parents must be provided clarification that the student transcript will indicate an alternative graduation route.

Certificate of Completion

A Certificate of Completion shall be awarded to a student who completes the 24 required credits for graduation, but who does not meet one or more of the following requirements:

1. earning passing scores on the required state assessment or scores on a standardized test that are concordant with passing scores on the required state assessment;

2. achieving the required cumulative grade point average of 2.0 on a 4.0 scale; or

3. completing all other requirements in Student Progression and remedial instruction.

The student shall be awarded a certificate of completion in a form prescribed by the State Board. Any student who receives a Certificate of Completion may elect to remain in the secondary school, either as a full-time or part-time student, for up to one additional year, and receive special instruction designed to remedy his/her identified deficiencies. If the student meets the additional requirements to earn a diploma, the diploma will be awarded from the home high school.

There is no Certificate of Completion awarded to students who are seeking a three-year diploma option. If the student does not meet all of the requirements for a three-year diploma option, the student automatically reverts to the 24 credit requirements for the four-year standard diploma.

The district superintendent shall be responsible for ensuring that schools notify all students of the consequences of failure to receive a Standard Diploma, including the potential ineligibility for financial assistance at postsecondary educational institutions.

The following section will be implemented to the extent that funding is provided in the General Appropriations Act. Students who have met all requirements for a Standard Diploma, except for passage of the required state assessment or an alternative assessment by the end of grade 12, must be provided the following learning opportunities:

1. To Participat~~cion~~ in an accelerated high school equivalency diploma preparation program during the summer, and upon receipt of a ~~c~~Certificate of ~~c~~Completion, take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college, as appropriate.

2. To Participat~~cion~~ in an adult general education program for such time as the student requires in order to master English, reading, mathematics, or any other subject required for high school graduation. Students attending adult basic, adult secondary, or vocational preparatory instruction are exempt from any requirement for the payment of tuition and fees, including lab fees. A student attending an adult general education program shall have the opportunity to take the required state assessment an unlimited number of times in order to receive a standard high school diploma.

3. To Participat~~cion~~ in an immersion English ~~l~~language instruction program during the summer following the senior year. There must be documentation that students have been enrolled in an ESOL program for

less than two school years and that they have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment. Students receiving such instruction are eligible to take the required state assessment or alternative assessment and receive a standard high school diploma upon passage of the required state assessment or the alternative assessment. Upon receipt of a certificate of completion, a student will be allowed the opportunity to take the Postsecondary Readiness Test (PERT) and be admitted to remedial or credit courses at a state community college as appropriate.

VII. Exceptional Student Education

Standard Diploma Pathways

Effective school year 2014-2015, ~~or after,~~ all students with disabilities entering grade nine (for the first time) will be provided the opportunity to receive a standard high school diploma by meeting the same requirements as all students~~,~~ OR through an alternate pathway as outlined below:

1. Standard Diploma available to all students to include students with disabilities:
    a. Refer to Graduation Option Chart on page 77 - 78, first column, for specifics
    b. Students with disabilities working for a scholar designation are not eligible for a waiver consideration, per scholar designation requirements.
    c. Students with disabilities working for a merit designation may be considered for a waiver, if necessary, per merit requirements.
2. Standard Diploma Academic & Employment Pathway:

    For any student with a disability, when the IEP team determines that mastery of academic (State Standards) and employment competencies is the most appropriate way for the student to demonstrate his/her skills, the student must demonstrate:

    a. Documented achievement of all annual IEP goals, academic and employment competencies, industry certification, or occupational completion points (OCPs) in the student's transition plan; and
    b. Maintain successful paid employment for at least one semester
    c. Refer to Graduation Option Chart on page 77 - 78, center column
3. Standard Diploma Access Points Pathway:

For a student with a significant cognitive disability, when the IEP determines that mastery of State Standards Access Points is the most appropriate pathway, the student must be instructed in State Standards Aaccess Ppoints (modified curriculum) and participate in the statewide alternate assessment. This option includes:

a. Portfolio of quantifiable evidence for courses not measured by a state standardized assessment;

b. Refer to Graduation Option Chart on page 77 - 78, last column

Florida Standard Diploma High School Graduation Options for Students with Disabilities Entering 9th Grade in 2014-15 and Thereafter.

➢ **24 credit standard diploma option available to all students, including students with disabilities**	▪ **24 credit standard diploma option with academic and employment requirements, available only to students with disabilities**	❖ **24 credits standard diploma option available only to students with significant cognitive disabilities, who take access courses and the alternate assessment.**
4 Credits English Language Arts (ELA)		
➢ ELA I, II, III, IV ➢ ELA honors, Advanced Placement (AP), Advanced International Certification of Education (AICE), International Baccalaureate (IB), and dual enrollment courses may satisfy this requirement	▪ Must earn credits for all the courses listed in the first column ▪ May Substitute a CTE course with content related to English for English IV	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to English for English IV
4 Credits Mathematics		

➢ One of which must be Algebra I and one of which must be Geometry ➢ Industry certifications that lead to college credit may substitute for up to two mathematics credits (except for Algebra I and Geometry) scholar	▪ Must earn credits for all the courses listed in the first column ▪ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to mathematics for one mathematics credit (except for Algebra I and Geometry)

3 Credits Science		
➢ One of which must be Biology I, two of which must be equally rigorous science courses ➢ Two of three required credits must have a laboratory component ➢ An industry certification that leads to college credit substitutes for up to one science credit (except for Biology I)	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to science for one science credit (except Biology I)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses ❖ May substitute a CTE course with content related to science for one science credit (except Biology I)
3 Credits Social Studies		
➢ 1 credit World History ➢ 1 credit U.S. History ➢ .5 credit in U.S. Government ➢ .5 credit in Economics	▪ Must earn credits for all courses listed in the first column ▪ May substitute a CTE course with content related to social studies for one social studies credit (except for U.S. History)	❖ Must earn credits for all of the courses listed in the first column ❖ May substitute access courses for general education courses. ❖ May substitute a CTE course with content related to social studies for one social studies course (except for U.S. History)
1 credit and Performing Arts, Speech and Debate, or Practical Arts ** see below		

8 Elective Credits		
	▪ Must include .5 credits in an employment-based course ▪ May include ESE Courses	❖ May include employment based course(s)
1 Credit Physical Education to include the integration of health		
~~**1 Online Course**~~		
~~Online course may be waived by IEP team~~		
All students must earn a 2.0 grade point average on a 4.0 scale and pass statewide assessments, or earn a concordant/comparative score, unless a waiver of assessment results is granted by the IEP team.		

❖ Parental consent is required before a student may take Access Point courses.

** Eligible courses and eligible course substitutes are specified in the Florida Course Code Directory at http://www.fldoe.org/articulation/CCD/default.asp.

CTE Course Substitutions for Graduation Requirements

Requirements for a standard diploma for students with disabilities for whom the IEP team has determined that participation in the Florida Alternate Assessment is the most appropriate measure of the student's skills, in accordance with subsection 6A-1.0943(5), F.A.C., and instruction in the ~~a~~Access ~~p~~Points is the most appropriate means of providing the student access to the general curriculum. Students must meet the graduation requirements specified in Section 1003.4282(1)-(9) or 1002.3105(5), F.S., through the access course specified for each required core course or through core academic courses aligned with the general education curriculum standards."

Eligible CTE courses, as defined in paragraph (2)(d) of this rule, may substitute for Access English IV; one (1) mathematics credit, with the exception of Access Algebra 1A and Access Algebra 1B and Access Geometry; one (1) science credit, with the exception of Access Biology; and one (1) social studies credit with the exception of Access United States History. Eligible courses are described in the Course Code Directory and Instructional Personnel Assignments, in accordance with Rule 6A-1.09441, F.A.C.

Deferral of Standard Diploma

Once a student with a disability meets all the requirements for a standard diploma, they may defer the receipt of their diploma. The decision to accept or defer the standard high school diploma must be made prior to the beginning of the school year in which the student is expected to meet all requirements for a standard high school diploma. A signed statement by the parent, guardian or student, if the student has reached the age of majority and rights have transferred to the student in accordance with subsection 6A-6.03311(8), F.A.C., that he or she understands the process for deferment and identifies if the student will defer the receipt of his or her

standard high school diploma, must be included in the IEP. ~~This decision is made by the IEP team for the IEP in effect at the beginning of the year the student is expected to graduate and documented on the IEP.~~ The IEP Team must review the benefits of deferring the standard high school diploma and describe to the parent and the student all services and program options available.

Certain conditions must be met in order to defer the standard diploma:

1. The student's TIEP prescribes special education, transition planning, transition services, or related services through the student's 22nd birthday.

~~2. The student is enrolled in accelerated college credit, industry certification courses that lead to college credit, a collegiate high school, courses necessary for Scholar designation, or structured work-student, internship, or pre-apprenticeship.~~

The decision to defer a diploma must be made during the school year in which the student is expected to meet all graduation requirements. Students who fail to defer receipt of a standard high school diploma will be notified by the district, in writing, that receipt of the diploma ends the district's obligation to provide free appropriate public education (FAPE).

Students who choose to defer the receipt of the diploma will participate in a graduation ceremony with their graduation class. If student chooses to NOT participate in the graduation ceremonies, he/she forfeits the opportunity of participation in any future ceremonies.

Certificate of Completion

A student with a disability who receives a ~~c~~Certificate of ~~c~~Completion and has a TIEP that prescribes special education, transition planning, transition services, or related services may continue to receive free and appropriate public education (FAPE) until the student's 22nd birthday.

ESE Assessment Requirements

Standard Diploma with Required State Assessment Waiver:

A student with a disability, as defined in S.1007.02(2), F.S., for whom the Individual Education Plan (IEP) committee determines that the required state assessment cannot accurately measure the student's abilities taking into consideration all allowable accommodations, shall have the required state assessment results waived for the purpose of receiving a standard high school diploma, if the student:

1. Completes the minimum number of credits and other requirements for graduation and
2. Does not earn passing scores on the required state assessment or on a standardized test that are concordant with passing scores on the required state assessment after attempting each required assessment at least once.

~~In order for the required state assessment graduation results to be waived, the School District of Manatee~~

~~County IEP Team must meet to determine whether the required state assessment can accurately measure the student's abilities, taking into consideration allowable accommodations.~~

Consistent with the provisions of section 1003.43(11)(a), F.S., any senior who has not achieved a passing score on the required state assessment may receive intensive remediation.

Intensive Instruction Waiver:

Parents may submit a waiver of the intensive instruction requirement for their child to the student's school counselor. Exercising this option can jeopardize a student's opportunity for an ESE assessment waiver and prohibit students from participation in alternative graduation options in high school. The following criteria must be met to qualify for this waiver:

1. Parents must complete the Intensive Instruction Waiver Request form (Appendix A).~~.~~
2. Student must be in 6th-11th grade.

End-of-Course Assessment Waiver:

A student with a disability, as defined in s. 1007.02(2), Florida Statutes, for who the IEP committee determines that an end-of-course assessment cannot accurately measure the student's abilities, taking into consideration all allowable accommodations, shall have the end-of-course assessment results waived for the purpose of determining the student's course grade and credit as required. All ESE students must attempt to take the EOC in order to potentially qualify for an EOC waiver. An ~~individual~~ IEP team will examine all information for each ESE student, and then make a determination regarding the potential for the results of the EOC to be waived.

Any waiver of the statewide~~,~~ standardized assessment requirements by ~~individual education plan~~an IEP team must be approved by the parent and is subject to verification for appropriateness by an independent reviewer selected by the parent.

Semester grades for students using an End-of-Course Waiver will be averaged as follows:

Semester 1: Quarter 1=50% and Quarter 2 =50%

Semester 2: Quarter 3 =50% and Quarter 4 =50%.

VIII. English for Speakers of other Languages (ESOL)

Students who are enrolled in an ESOL program and have met all requirements for the standard high school diploma except for passage of the required state assessment or alternate assessment may receive immersion English language instruction during the summer following their senior year and/or return as a fifth-year senior to have the opportunity to meet the graduation requirements. Students receiving such instruction are eligible to take the required state assessment or alternate assessment and receive a standard high school diploma upon passage of the required state assessment or the alternate assessment. This section will be implemented to the

extent funding is provided in the General Appropriations Act.

Pursuant to Section 1003.433(3), F.S., and SB 6A-1.09422, beginning with the 2022-23 school year, students who have been enrolled in an English Speakers of Other Languages (ESOL) program for *less than 2 school years and have met all requirements for the standard high school diploma except for passage of any assessment required for graduation* as specified by Section 1003.4282 or 1008.22, F.S., or alternate assessment is eligible for a standard high school diploma if the student:

Meets the requirement to pass the statewide, standardized grade 10 ELA assessment by satisfactorily demonstrating grade-level expectations on a formative assessment that generates a score or metric that can be interpreted as a measure of grade 10 level achievement in ELA.

Students who enter without records are eligible for the verification process as defined in the Uniform Transfer of Records guidelines.

IX. College Readiness

Schools shall use all available assessment results, including the results of statewide, standardized English language arts assessments and end-of-course assessments for Algebra I and Geometry, to advise students of any identified deficiencies and to provide appropriate postsecondary preparatory instruction before high school graduation.

College-Ready Cut Scores:

Cut Scores Indicating College Readiness						
ACT	Reading	19	English	17	Mathematics	19
SAT	Verbal	440			Mathematics	440
PERT	Reading	104	Writing	99	Mathematics	113

Changes to college-ready cut scores:

As a result of standard setting, ~~rescissions~~ revisionswere made to the Postsecondary Education Readiness Test college- ready cut scores for each content area. The revised scores are applicable to assessments administered on or after the effective date (October 22, 2012). Procedures for students administered assessments prior to the effective date of the rule should be held to the cut scores in effect at the time of the administration or test date. The revised scores appear below.

Postsecondary Education Reading Test	
Reading	106
Writing	103
Mathematics	114

Additionally, the reading cut score for the American College Testing Program-Enhanced (ACT) and the math cut score for PERT ~~was~~ were revised to align with the high school graduation requirement.

ACT	Reading	19
PERT	Mathematics	97

X. Exit Interviews

Manatee County students are required to remain enrolled in school until the age of 16. The student's school counselor or other school personnel is required to conduct an ~~E~~exit ~~I~~interview with a student to discuss actions that could be taken to keep the student in school. The student must be informed of opportunities to continue his/her education in a different environment, including~~,~~ but not limited to, adult-education and GED test preparation. The student must complete a survey in the format prescribed by the Department of Education to provide data on reasons for terminating enrollment and actions taken by schools to keep students enrolled to the student's school counselor.

K-12 Virtual Education, Section 4.9.3

XI. Virtual Programs

Policy

The School Board has the authority to adopt rules for implementing the student progression requirements for students in grades kindergarten through twelve. The Student Progression Plan for Manatee County defines the criteria for graduation, participation in graduation, promotion, intensive remediation, course offerings, evaluating student performance, and reporting to students and parents. The Student Progression Plan for Manatee County has been developed based on Florida Statutes, current and local needs, and includes requirements for virtual education programs. For more information, see Florida Department of Education website – www.fldoe.org.

Virtual Education Programs

All students who choose to participate in a virtual education program must meet all of the local and state requirements for promotion, retention, and good cause exemptions. All instructional personnel, parents, and students are encouraged to become familiar with the requirements for progression from one grade to another, including the requisite testing programs.

Virtual instruction means a program of instruction provided in an interactive learning environment created through technology in which students are separated from their teachers by time, space, or both, and in which a Florida certified teacher is responsible for at least 70% of the online instruction to students in K-12.

As stipulated by the Florida K-20 Education Code (s.1002.20), parents have the right to choose educational options including virtual education. –Manatee Virtual School (MVS) provides full-time and/or part-time opportunities for all Manatee County zoned and home school students to access elementary, middle and high school courses. A student's full-time school may not deny access to courses offered through any approved district virtual education program if the desired online course(s) is an appropriate course placement based on the student's academic history, grade level, and age.

Note: Per Florida Virtual memo of June 2011, public school students may only register for up to three FLVS courses at one time.

- Full-time virtual education is available for home education and FLVS students.

A student must be assigned to a FLVS teacher either before the school year ~~begins~~ or semester begins or within the first ten days of either semester to be able to withdraw from a SDMC face-to-face course.

The Manatee County School District shall provide students with access to enroll in courses available through the MVS option of the student and parent's choice and shall award credits or academic points for successful completion of such courses. While a district may not artificially limit a student's enrollment in online courses offered by the school district, another school district, or FLVS if the student would be academically eligible to enroll in the same courses in a brick-and-mortar setting within the district, a district still has authority and responsibility to provide academic guidance to their students. This includes limiting enrollment in courses for which the student is not academically qualified~~,~~ in the same manner it would limit a student from enrolling in brick-and-mortar courses for which the student is not academically qualified.

Access to approved virtual courses shall be available to zoned school students during or after the normal school day. Students wishing to take courses through ~~an~~ MVS options must work closely with their school counselor to ensure that appropriate virtual courses are reviewed and approved to match the needs of the students. MVS courses are available during the academic school year and summer session.

An important characteristic of the virtual instruction program is that students, along with a responsible adult, assume the responsibility for student success. All courses offered in the virtual instruction program are based on the Florida State Standards. All full-time Manatee virtual students are required to take and pass the state-required assessments at their zoned school. Students are able to participate in extracurricular activities at their zoned school. The virtual school option requires eligible students with the capacity and motivation to become independent learners.

~~Manatee Schools~~SDMC offers only ~~V~~virtual ~~I~~instructional ~~P~~programs approved by the Florida Department of Education. All ~~V~~virtual ~~I~~instruction ~~P~~providers are required to sign the District Assurances to affirm they are meeting all the requirements in Florida Statute. Manatee Virtual Program rules and procedures, both full and part-time, are included in the Manatee Virtual Program Handbook. Students who qualify for free and reduced lunch and do not have a computer at home may qualify to receive all required equipment.

All students enrolled in a virtual full-time district school program are subject to compulsory attendance requirements of s1003.21 Florida Statutes as specified in the Manatee Virtual Program Handbook. Attendance must be verified by virtual teacher, registrar, and the school district. The parent or a responsible adult is required to be available to assist the student as a learning coach through each school day. Middle school students will be graded on the average of the first semester grade and the second semester grade. If the student does not finish 100% of the second semester, they cannot pass the course regardless of their first semester grade. Courses that require an ~~E~~end-of-~~C~~course ~~exam~~ assessment (EOC) must follow all state grading and credit requirements.

Middle and high school students will typically spend 5-6 hours daily on coursework and homework. Failure to make adequate progress or to demonstrate appropriate attendance may result in dismissal from the program.

MVS Programs:

In order for students to be eligible for any MVS full-time virtual program for the 2023~~2~~-2024~~31~~school year, the student must meet the eligibility requirements listed below~~-~~:

1. Grades K-5 Criteria:
    a. Children who are five years old on or before September 1, 2023~~2~~, are eligible to start kindergarten in August 2023~~2~~.
    b. To enter first grade, a child must be six years old on or before September 1, 2023~~2~~ and must have successfully completed kindergarten (Florida Statute 1003.21).
    c. A child must ~~H~~have demonstrated academic success in the previous 2 years of school~~.~~ As indicated by ~~F~~final report cards. ~~(~~If the student is moving to 1st grade, then submit kindergarten final report card~~)~~.
    d. ~~State/District testing scores- FSA, AIMS Webb, iReady, other assessments~~ A child must have demonstrated ~~G~~grade level proficiency on state assessments from the 2022~~1~~-2023~~2 2020~~ school year. If the student is entering kKindergarten, no test scores required.
    e. A student must apply for admissions in the enrollment window as posted on the Manatee County ~~Schools~~Schools website.
2. Grades 6-12 Criteria

a. A student must ~~H~~have demonstrated academic success in the previous semester courses.

b. A student must ~~H~~have attained grade level proficiency on at least one of the following standardized tests in the 2022~~1~~-2023~~2~~ school year:

- ~~FSA~~ FAST ELA/FAST Math
- All ~~E~~end-~~-~~of-~~-C~~course (EOC) ~~E~~exams that student has already taken
- Stanford Achievement Test (50th percentile or higher on the Reading section)
- Iowa Test or Basic Skills (50th percentile or higher on the Reading section)
- Grade level proficiency on an official standardized test administered by another public school system

3. Reside in Manatee County

Full-time Virtual Education Options

MVS provides one full-time virtual school program:

- Manatee Virtual School (MVS)

The full-time MVS is a contract program with FLVS which uses the FLVS online curriculum and either Manatee or~~f~~ FLVS teachers, depending upon the need.

Goals of MVS:

a. To provide a comprehensive virtual education program

b. To provide flexibility in student academic and non-academic scheduling

c. To provide opportunities for students to accelerate

To remain in MVS, a student must:

a. Maintain virtual attendance expectations as prescribed in the MVS and FLVS policies and procedures manual.

b. Meet benchmarks, including all state required-assessments.

c. Provide his/her own transportation to their zoned school on designated test days for all state required-assessments and provide photo ID.

d. Be considered zoned-school students for sports and extracurricular activities.

e. Follow and maintain course pace, according to course and instructor requirements.

f. Work with the zoned-school athletic director ~~on any~~regarding NCAA eligibility.

g. Agree and adhere to all the student and parent guidelines as stipulated in the MVS Handbook.

h. Enroll in and complete six half-credit courses each semester within the specified enrollment and completion dates.

How to apply to a Full-~~-~~Time Virtual Program:

1. Manatee County public, charter, or home school students should consult with their school counselor and~~,~~ review the MVIP and FLVS websites.

Part-time Virtual Education Options

Students who wish to enroll in a virtual education option on a part-time basis may choose to do so through either MVS or FLVS (see criteria above). This program allows students enrolled in public school or home school to take a portion of their coursework online for the purposes of acceleration, grade forgiveness or credit recovery. Zoned school students may participate in this program by taking any portion of their course-work online and at school (up to a total of 3 courses). Charter ~~S~~school students must register for FLVS courses for part-time enrollment. Public school students are required to take all required state assessments at their zoned school.

The performance of zoned school students shall be included for school grade or school improvement rating purposes by the non-virtual school providing the student's primary instruction.

Policies for Part-time Programs:

1. A student may not be placed in the same course concurrently at a district middle or high school and at Florida Virtual School.

2. Schools may not deny placement in a course offered through Florida Virtual School even if the school offers the same course.

3. A student who withdraws or is withdrawn from a virtual course within 28 days of entry must enroll in enough courses at the zoned school to maintain full-time enrollment status.

4. 8th grade students who are enrolled in a virtual program for an academic course must complete the academic course by the last day of school or will be placed in an alternative instructional setting.

General Information

Equipment Requirements

Students wishing to take a virtual course should have access to their own computer. Some provision is available to students with an established need as verified by the free-and-reduced lunch application process. Students must also have access to a phone to contact their teacher(s) for assistance.

Most virtual school courses make use of a wide variety of features and technologies, such as Java, Flash, Acrobat Reader, Apple QuickTime, or Microsoft Media Player, and depending on the course, other specialized components that help students achieve a more immersive learning experience.

The PC, Mac, mobile and other hardware requirements vary according to the program provider and will be listed on each program's website.

Due to the wide array of technologies in over 100 courses, there are some limitations to browsers and devices that the district can support. Currently, students may use recent versions of the following browsers:

- ~~Internet Explorer 9.0 or higher~~
- Microsoft Edge
- Mozilla Firefox
- Google Chrome
- Apple Safari

MVS/Florida Virtual School expects a full commitment to academic integrity from each student.

Academic integrity means:

- Student's work on each assignment will be completely his/her own.
- Student's collaboration with another classmate on any assignment will be pre-approved by their instructor.
- Students will not practice plagiarism in any form.
- Students will not allow others to copy their work.
- Students will not misuse content from the Internet.

Plagiarism is defined as ~~follows:~~ copying or using ideas or words (from another person, an online classmate, or an Internet or print source) and presenting them as your own.

Please be aware that all MVS/Florida Virtual School instructors utilize a **myriad of technologies to check student work for authenticity including, but not limited to, the upload of student work to TurnItIn.com**. In order to maintain the integrity of all grades, instructors may choose to facilitate random oral assessments and/or face-to-face exams. If an instructor confirms that a student has plagiarized work in any manner, the student will be subject to consequences determined by MVS /Florida Virtual School staff and may be **removed from the course and/or program with a failing grade.**

Extracurricular Activity Eligibility:

A full-time virtual school student who meets specified academic and conduct requirements is eligible to participate in extracurricular activities at the zoned school.

Appendix A
Intensive Instruction Waiver Request
School District of Manatee County

Academic excellence is a priority for the School District of Manatee County. Providing students with every opportunity to develop today for their success tomorrow is our mission. To this end, intensive instruction is provided for students who do not demonstrate academic proficiency. This is a means to close the achievement gap and support students as they strive to earn their high school diploma.

Manatee County schools will provide intensive interventions for students with Reading and/or Math through a course called Intensive Reading and/or Foundational Math. These interventions shall be required for any student who has scored a Level 1 or 2 on the English Language Arts and/or a Level 1 or 2 on the Mathematics portion of the previous school year's state assessment and/or for any student who has been identified as having a significant deficit in foundational reading and/or math skills among their cohort peers.

School administrators may use concordant/comparative scores on state-approved assessments as defined in state statute (SAT, ACT, PSAT) to determine proficiency if no state standardized scores are available at the time of enrollment.

Parents/Guardian may submit a written request for a waiver of the intensive instruction requirement for their student who is in the 6th -11th grade. Exercising this option can:

1. Jeopardize a student's opportunity for an ESE assessment waiver.
2. Prohibit students from participation in alternative graduation options in high school.
3. Jeopardize a student's ability to graduate with their school year cohort.

Parent/Guardian(s) who wish to remove their student from intensive interventions provided through an intensive Reading and/or Foundational Math course for their child must complete and sign this form and return it to the school counselor.

By signing this waiver, you are acknowledging that you understand that your child will not receive intensive interventions for deficits in reading or math through an intensive language arts or intensive math course which is the model utilized by Manatee County School District for providing specific reading or math interventions.

I wish to exempt my student from intensive instruction for the _____ school year in (__) Intensive Reading and/or (___) Foundational Math. (Please check those that apply). I have read and understand the conditions listed above upon exercising this option. Should my student fail to demonstrate proficiency (Level 3 or higher or a concordant score) on future state assessments, that student will be placed back into intensive instruction courses, and I must complete a waiver of exemption from intensive instruction each school year.

Student Name: (Print)_____School: _____Grade:_____

Parent/Guardian Name (Print): _____

Parent/Guardian Signature:_____Date: _____

Principal acknowledgement _____Date: _____

Appendix B Assessment/Curriculum Decision Tree
Grades K-5 Decision Tree
Elementary schools (K-5) must teach reading in a dedicated, uninterrupted block of time of at least 90 minutes daily to all students. The reading block will include whole group instruction utilizing an evidence-based sequence of reading instruction and small group differentiated instruction in order to meet individual student needs.
Kindergarten
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: • FAST PM 1 (Star Early Literacy)- 25th percentile and above • Letter Name Identification (from Next Step Guided Reading Assessment Kit)- at least 20 upper/lower case letter names
THEN TIER 1 Only
Core Instruction **Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.** Florida Benchmark Advance is a state approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. 1. Student scores at or above the 25th percentile at FAST PM 2 and PM3 2. Student fluently identifies at least 40 letter names at end of quarter 1 (October) as measured by a Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit) 3. Student is reading at an instructional level B in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level D in May as measured by the Next Step in Guided Reading Assessment
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthroughs • Analysis of FAST/Star Early Literacy data three times per year • Analysis of Pre-A assessment data and running record data • MTSS Teams and Literacy Leadership Teams • District walkthroughs of schools
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observations • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

1. Student scores below the 25th percentile at FAST PM 2 and PM3
2. Student fluently identifies less than 40 letter names at the end of quarter 1 (October) as measured by Letter Name Identification Assessment (from Next Step Guided Reading Assessment Kit)
3. Student is reading at a Pre-A level in January as measured by The Next Step in Guided Reading Assessments; student is reading at an instructional level A or B in May as measured by the Next Step in Guided Reading Assessment

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- 10-24th percentile
- Letter Name Identification (from Next Step Guided Reading Assessment Kit)- 10-19 upper/lower case letter names

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Grade Level and Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Literacy Footprints

- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following STAR CBM measures administered every other week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** PM 2 (Star Early Literacy) – above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'On Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) - 10-24th percentile *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- below the 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?
The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- Below the 10th percentile
- Letter Name Identification (from Next Step Guided Reading Assessment Kit)- less than 10 upper/lower case letter names

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support

Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through F.A.S.T. progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Literacy Footprints
- Lexia Core5 Teacher Led Lessons

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following STAR CBM measures administered every week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- 10th – 24th *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line.

			(See StarCBM Benchmark Goals on Schoology)

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

First Grade

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• FAST PM 1 (Star Early Literacy)- 25th percentile and above **AND/OR**

• Running Record Instructional Level C or above

THEN TIER 1 Only

Core Instruction

Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.

Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

1. Student scores at or above the 25th percentile at FAST PM 2 and PM 3
2. Student is reading at an instructional level F and above in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level I in May as measured by the Next Step in Guided Reading Assessment

Explain how the effectiveness of Tier 1 instruction is monitored.

• Weekly administrative walkthroughs
• Analysis of FAST data three times per year
• Analysis of running record data
• MTSS Teams and Literacy Leadership Teams
• District walkthroughs of schools

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

• Targeted feedback to teachers based on administrative walkthroughs/observations
• School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
• School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
• District level leadership monitors, analyzes, and problem solves based on district and individual

school data trends, walkthroughs, and feedback- school support is adjusted based on trends
• Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

1. Student scores below the 25th percentile at FAST PM 2 and PM3
2. Student is reading below an instructional level F in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level I in May as measured by the Next Step in Guided Reading Assessment

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• FAST PM 1 (Star Early Literacy)- 10-24th percentile **AND/OR**
• Running Record Instructional Level A or B

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Grade Level and Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- SIPPS
- Literacy Footprints
- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following STAR CBM measures administered every other week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention AND/OR FAST PM 2 (Star Early Literacy)- above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'On Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention AND/OR FAST PM 2 (Star Early Literacy)- 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention AND/OR FAST PM 2 (Star Early Literacy)- below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?
The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Early Literacy)- Below 10th percentile **AND/OR**
- Pre-A Reading Level (knows under 40 letter names)

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Literacy Footprints Intervention Partner Kit:** Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade IES Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. These IES recommendations are built into this program through explicit, systematic instruction in daily phonological/phonemic awareness activities, phonics and word analysis activities, spelling practice with high frequency words, repeated reading to support accuracy and fluency, and discussions and writing in response to reading to support comprehension. The district will support and monitor implementation of this program through FAST progress monitoring and STAR CBM progress monitoring data, including providing ongoing professional development for teachers, coaches, and administrators utilizing the Foundational Skills to Support Reading for Understanding IES guide, targeted Science of Reading PD, and through a partnership with State Regional Literacy Directors. The frameworks and lessons are also grounded in Reading Recovery which has a strong rating according to the Evidence for ESSA website. https://ies.ed.gov/ncee/wwc/PracticeGuide/21
- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's)**:** This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments, STAR CBM progress monitoring, and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- SIPPS
- Literacy Footprints
- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following STAR CBM measures administered every week and determined based on the focus of the intervention: • Letter Naming • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy)- below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?
The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Second Grade

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
• FAST PM 1 (Star Reading)- 25th percentile and above **AND/OR**
• Running Record Instructional Level I or above

THEN TIER 1 Only

Core Instruction
Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.
Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3

have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

1. Student scores at or above the 25th percentile at FAST PM 2 and PM3
2. Student is reading at an instructional level K and above in January as measured by the Next Step in Guided Reading Assessment; student is reading at an instructional level L in May as measured by the Next Step in Guided Reading Assessment

Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthroughs
- Analysis of FAST data three times per year
- Analysis of unit assessments from Benchmark Advance
- Analysis of running record data
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

1. Student scores below the 25th percentile at FAST PM 2 and PM3
2. Student is reading below an instructional level K in January as measured by The Next Step in Guided Reading Assessments; student is reading below an instructional level L in May as measured by the Next Step in Guided Reading Assessment

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- FAST PM 1 (Star Reading)- 10-24th percentile **AND/OR**
- Running Record Instructional Level E-H

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons**: This resource was a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company.

(2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.

- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Differentiated Tier 2 Lessons

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following STAR CBM measures administered every other week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words • Oral Reading fluency *(STAR CBM Reading Technical Manual Located in Schoology)*	Student consistently scores in the 'At/Above Benchmark' category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – above 25th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'On Watch' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	Student consistently scores in the 'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?
The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• FAST PM 1 (Star Reading)- Below 10th percentile **AND/OR**

• Running Record Instructional Level D or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments, STAR CBM progress monitoring, and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS (**based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

Imagine Language and Literacy

- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:

Daily

Number of minutes per intervention session:

At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following STAR CBM measures	Student consistently scores in the 'At/Above	Student consistently scores in the	Student has consistently received Tier 3

administered every week and determined based on the focus of the intervention: • Letter Sounds • Phoneme Segmentation • Receptive Nonsense Words • Expressive Nonsense Words • Oral Reading Fluency *(STAR CBM Reading Technical Manual Located in Schoology)*	Benchmark' or 'On Watch' categories as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – 10th – 24th percentile. *(See StarCBM Benchmark Goals on Schoology)*	'Intervention' benchmark category as measured by the STAR CBM Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 (Star Early Literacy) – below 10th percentile. *(See StarCBM Benchmark Goals on Schoology)*	interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring in the 'Intervention' category based on STAR CBM norms **AND** STAR CBM progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(See StarCBM Benchmark Goals on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Third Grade

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• 2022-2023 2nd Grade FAST PM 3 (Star Reading)- 25th percentile and above **AND/OR**

• Running Record Instructional Level L or above **AND/OR**

• 2023 FAST PM 1 – 36th percentile or above

THEN TIER 1 Only

Core Instruction

Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.

Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

Student scores Level 3 or above on FAST assessment

Explain how the effectiveness of Tier 1 instruction is monitored.

• Weekly administrative walkthroughs

• Analysis of FAST data three times per year
• Analysis of unit assessments from Benchmark Advance
• MTSS Teams and Literacy Leadership Teams
• District walkthroughs of schools

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

• Targeted feedback to teachers based on administrative walkthroughs/observations
• School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
• School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
• District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
• Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

Student scores Level 2 or below based on FAST

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• 2022-2023 2nd Grade FAST PM 3 (Star Reading)- 10-24th percentile **AND/OR**
• Running Record Instructional Level H-K **AND/OR**
• 2023 FAST PM 1 – 21st to 35th percentile

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions

Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons**: This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.
- **SRA** (based on school availability): The program was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- Benchmark Advance Tier 2 Lessons

- SIPPS

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following DIBELS 8th Edition measures administered every other week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 – 36th percentile or above. *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Strategic' (Yellow) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?
The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
• 2022-2023 3rd Grade FAST PM 3 Level 1 (Retainees)
• 2022-2023 2nd Grade FAST PM 3 (Star Reading)- Below 10th percentile **AND/OR**
• Running Record Instructional Level G and below **AND/OR**
• 2023 FAST PM 1 – 20th percentile or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5
- SIPPS
- Benchmark Advance Phonics Intervention Kit

For K-3 students who have a substantial reading deficiency, identify the multisensory interventions provided.

- Lexia Core5 Teacher Led Lessons
- SIPPS
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:

Daily

Number of minutes per intervention session:

At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year,	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS

• MAZE *(DIBELS Scoring Guide located on Schoology)*	and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	there is an insufficient or poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*	progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Fourth and Fifth Grade

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

- 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 3 or above **AND/OR**
- 2023 FAST PM 1 – 36th percentile or above

THEN TIER 1 Only

Core Instruction

Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence.

Florida Benchmark Advance is a State Approved Tier 1 Core Program. While Benchmark Advance does not have an ESSA rating, it meets four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016). Recommendation 1 has minimal evidence, recommendation 2 and 3 have strong evidence, and recommendation 4 has moderate evidence. This program has explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, vocabulary, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading.

List performance criteria that indicate Tier 1 is sufficient for at least 80% of students.

Student scores Level 3 or above on FAST assessment

Explain how the effectiveness of Tier 1 instruction is monitored.

- Weekly administrative walkthroughs
- Analysis of FAST data three times per year
- Analysis of unit assessments from Benchmark Advance
- MTSS Teams and Literacy Leadership Teams
- District walkthroughs of schools

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction?

- Targeted feedback to teachers based on administrative walkthroughs/observations
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data

• School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
• District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
• Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:
Student scores Level 2 or below based on FAST

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:
• 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 2 **AND/OR**
• 2023 FAST PM 1 – 21st to 35th percentile

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions
Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Differentiated Tier 2 Lessons:** This resource has a Moderate ESSA Evidence Level based on an Indian River Study. Source of the Study: Benchmark Education Company. (2020, January 30). ESSA Evidence for Benchmark Advance and Benchmark Adelante: Updated for the 2017–2018 to 2018–2019 School Years.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.
- **SRA** (based on school availability): The program was found to have potentially positive effects on reading achievement according to What Works Clearinghouse (WWC). This included substantial effects for oral reading fluency, letter/word identification, word attack, and reading vocabulary.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Core5
- SIPPS

Number of times per week interventions are provided:
At least 3 times per week

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 2 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 2 Interventions	Performance Criteria indicating continuation of Tier 2 interventions in addition to Tier 1 instruction	Performance Criteria that prompts the addition of Tier 3 interventions
1 of the following DIBELS 8th Edition measures	Student consistently scores at the 'Core' (Blue or Green) levels of support	Student consistently scores at the 'Strategic' (Yellow) level of support	Student consistently scores at the 'Intensive' (Red) level of support as

administered every other week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention FAST PM 2 – 36th percentile or above. *(DIBELS Scoring Guide located on Schoology)*	as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Teacher Collaborative Team (TCT) that includes a member of the Instructional Leadership Team (ILT), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the TCT.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

• 2022-2023 3rd Grade/4th Grade FAST PM 3 Level 1 **AND/OR**

• 2023 FAST PM 1 – 20th percentile or below

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions

Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia Core5 Teacher Led Lessons:** Lexia Core5 is grounded in the Science of Reading. The program shows evidence for ESSA with a strong rating with average effect size of +0.23. Additionally, Lexia Core5 showed a strong correlation between the end level of Core5 and ELA FSA scores for 3rd-5th grades in 2021-2022 study conducted in a suburban Florida school district (Lexia Research, 2022).
- **Imagine Language and Literacy** (ELL students with 2.9 or below ACCESS score OR new ELL's): This program has a promising rating according to the Evidence for ESSA website.
- **Benchmark Advance Phonics Intervention Kit** (based on school availability): Does not meet strong, moderate or promising levels of evidence, however three of the four recommendations in the Foundational Skills to Support Reading for Understanding in Kindergarten through 3rd Grade Guide (What Works Clearing House and Institute of Education Sciences-IES, 2016) are supported within this program. Recommendation 2 and 3 have strong evidence and recommendation 4 has moderate evidence. The lessons include explicit and systematic instruction that help students develop awareness of segments of sound and letter-sound correspondence, decoding words, analyzing word parts, writing and recognizing words, and the program includes connected text to improve word reading, reading accuracy and fluency, and comprehension. The frameworks and lessons are also grounded in the Science of Reading. The district will support and monitor the implementation of the evidence-based reading instruction through FAST progress monitoring assessments and through ongoing professional development with teachers, coaches, and administrators.
- **SIPPS** (based on school availability): The SIPPS program has a moderate rating on the Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Language and Literacy
- Lexia Core5
- SIPPS- Systematic Instruction in Phonological Awareness, Phonics, and Sight Words
- Benchmark Advance Phonics Intervention Kit

Number of times per week interventions are provided:
Daily

Number of minutes per intervention session:
At least 15-30 minutes

Explain how the effectiveness of Tier 3 interventions are monitored.

Assessment & Frequency	Performance Criteria to discontinue Tier 3 Interventions	Performance Criteria indicating continuation of Tier 3 interventions	Performance Criteria that prompts intensified Tier 3 interventions
1 of the following DIBELS 8th Edition measures administered every week and determined based on the focus of the intervention: • Nonsense Word Fluency • Word Reading Fluency • Oral Reading Fluency • MAZE *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Strategic' (Yellow) or 'Core' (Blue or Green) levels of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is a positive response to the intervention **AND/OR** FAST PM 2 – 21st to 35th percentile. *(DIBELS Scoring Guide located on Schoology)*	Student consistently scores at the 'Intensive' (Red) level of support as measured by the DIBELS 8th Edition Benchmark Goals based on the progress monitoring measure, time of year, and grade level showing there is an insufficient or poor response to the intervention **AND/OR** FAST PM 2 – 20th percentile or below. *(DIBELS Scoring Guide located on Schoology)*	Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still scoring at 'Intensive' levels based on DIBELS norms **AND** DIBELS progress monitoring data points do not show student's trend line is closing the gap towards meeting the goal/aim line. *(DIBELS Scoring Guide located on Schoology)*

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?
The Intensive Support Team (IST) at each school uses a problem-solving process for reviewing progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered with fidelity and with the initial intensity (time and group size) provided, reading intervention group size, time, and/or materials will be changed based on student progress monitoring data that is reviewed monthly by the IST.

Grades 6-8 Decision Tree
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: 2023-2024 FAST PM3 3 or above

THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence. McGraw Hill's Florida StudySync is the State Approved Tier 1 core curriculum. Based on the results of a 2019 study linked below, StudySync meets the criteria for ESSA Tier 3 promising evidence. https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. • Level 3 or above on FAST State Assessment • Common assessments through StudySync • Teacher created assignments and assessments
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthrough • Analysis of FAST data • Analysis of common assessments from StudySync • MTSS teams and Literacy Leadership Teams • District Walkthroughs of schools • Teacher collaborative team meetings to discuss data, problem solving, and engage in professional development
What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction? • Targeted feedback to teachers based on administrative walkthroughs/observation • School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data • School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data • District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends • Literacy coaching cycles based on data, trends, and teacher needs
Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year: Students who perform in the bottom quartile on the state FAST progress monitoring, or consistently below average on common unit assessments and/or teacher created assignments.
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: 2023-2024 FAST PM3 Level 2

THEN TIER 1 Instruction and TIER 2 Interventions
Supplemental Instruction/Interventions Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence. • **Lexia PowerUp** - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research. • **Imagine Learning** (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.
Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable. • Lexia PowerUp • Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
Number of times per week interventions are provided: 5 times per week
Number of minutes per intervention session: At least 20-25 minutes per intervention session
Explain how the effectiveness of Tier 2 interventions are monitored. Teachers will review Leixa PowerUp progress reports on a weekly basis (start or end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Other reports that will be pulled from the teacher are the usage by class and skill status by class reports. The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students. The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the program is being met.
What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions? The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program will receive Tier 3 interventions.

Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still demonstrating deficits in the foundational zone(s) based on Lexia PowerUp reports AND FAST progress monitoring data points. Data does not show student's trend line is closing the gap towards meeting the goal/aim line.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year:

2023-2024 FAST PM3 Level 1

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia PowerUp** - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- **Imagine Learning** (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Powerup

Number of times per week interventions are provided:

3 times per week

Number of minutes per intervention session:

At least 15-20 minutes per intervention session

Explain how the effectiveness of Tier 3 interventions are monitored.

Teachers will review Leixa PowerUp progress reports on a weekly basis (start or end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Teachers will also pull needs instruction reports to determine which students need 1:1 targeted Lexia lesson(s) delivered. Skill builders reports, usage reports and skill status reports will also be pulled to ensure fidelity of the interventions provided to each student.

The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.

The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the programs is being met.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students 1:1 and/or in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

Grades 9-12 Decision Tree
Beginning of year data
IF: Student meets the following criteria at the beginning of the school year: 2023-2024 FAST PM3 3 or above
THEN TIER 1 Only
Core Instruction Indicate the core curriculum and how the program is supported by strong, moderate, or promising levels of evidence. McGraw Hill's Florida StudySync is the State Approved Tier 1 core curriculum. Based on the results of a 2019 study linked below, StudySync meets the criteria for ESSA Tier 3 promising evidence. https://www.mheducation.com/prek-12/program/microsites/MKTSP-ROA01M0/research-success.html
List performance criteria that indicate Tier 1 is sufficient for at least 80% of students. • Level 3 or above on FAST State Assessment • Common assessments through StudySync • Teacher created assignments and assessments
Explain how the effectiveness of Tier 1 instruction is monitored. • Weekly administrative walkthrough • Analysis of FAST data

- Analysis of common assessments from StudySync
- MTSS teams and Literacy Leadership Teams
- District Walkthroughs of schools
- Teacher collaborative team meetings to discuss data, problem solving, and engage in professional development

What procedures are in place to identify and solve problems to improve effectiveness of Tier 1 instruction and/or curriculum provided to students?

- Targeted feedback to teachers based on administrative walkthroughs/observation
- School-based Instructional Leadership Teams (ILT) monitor, analyze, and problem solve school, grade level, and classroom Tier 1 data
- School-based grade level teams including a member of the ILT monitor, analyze, and problem solve classroom and individual student data
- District level leadership monitors, analyzes, and problem solves based on district and individual school data trends, walkthroughs, and feedback- school support is adjusted based on trends
- Literacy coaching cycles based on data, trends, and teacher needs

Performance criteria that prompt the addition of Tier 2 interventions for students not meeting expectations/benchmarks during the school year:

Students who perform in the bottom quartile on the state FAST progress monitoring, or consistently below average on common unit assessments and/or teacher created assignments.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year: (Enter assessment criteria that will be used.)

- 2023-2024 FAST PM3 level 2 – 9th and 10th grade
- Level 2 on State Assessment (FSA and/or FAST) -11th and 12th grade

THEN TIER 1 Instruction and TIER 2 Interventions

Supplemental Instruction/Interventions
Indicate the programs and practices used in Tier 2 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia PowerUp** - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- **Imagine Learning** (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.
- **NoRedInk SAT/ACT component– 11th and 12th grade students** - NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven and aligned to the B.E.S.T. Standards and other national assessments. The SAT/ACT component of the program will assist the 11th and 12th grade students in need of meeting the concordant test scores to graduate.

There is an extensive library of materials that are mapped out to target high frequency test items often while also adjusting to meet students' individual needs overall. This resource will help students meet the concordant score on the ACT/SAT in order to help them graduate. NoRedInk also provides rigorous and relevant instruction to better engage students in learning and provide the skills needed to graduate. Recommendation 1-6 show moderate evidence in Preventing Dropouts in Secondary Schools (What Works Clearing House and Institute of Education Sciences-IES, 2017)

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Powerup
- NoRedInk

Number of times per week interventions are provided:
5 times per week

Number of minutes per intervention session:

At least 2-25 minutes per intervention session

Explain how the effectiveness of Tier 2 interventions are monitored.

Teachers will review Leixa PowerUp progress reports on a weekly basis (start of end of the week) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Other reports that will be pulled from the teacher are the usage by class and skill status by class reports.

The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.

Eleventh and twelfth grade teachers will run usage and ACT/SAT skills reports on a biweekly basis to determine the needs of their students and provide small group instruction where needed.

The district will monitor usage and skills reports on a monthly basis to ensure fidelity of the programs is being met.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 2 interventions?

The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

For 11th and 12th graders that are not specific reading interventions delivered, teachers will work with these students in small group to explicitly teach test taking strategies using targeted materials that will help students pass the FSA/FAST or meet the concordant score by taking the ACT/SAT.

Performance criteria that prompt the addition of Tier 3 interventions for students not meeting expectations/benchmarks during the school year:

Students who place in the foundational zone for Word Study and/or Comprehension within the Lexia PowerUp program will receive Tier 3 interventions.

Student has consistently received Tier 3 interventions (in addition to core instruction and Tier 2 interventions) delivered with fidelity and is still demonstrating deficits in the foundational zone(s) based on Lexia PowerUp reports AND FAST progress monitoring data points. Data does not show student's trend line is closing the gap towards meeting the goal/aim line.

Teachers will assign specific skills in NoRedInk to support 11th and 12th graders who show skill deficits in reading and have not mastered the state assessment FSA/FAST test. Teachers will also work 1:1 or in small groups to help these students' mastery reading skills needed to pass the FSA/FAST/ACT or SAT in order to graduate.

Beginning of year data

IF: Student meets the following criteria at the beginning of the school year: (Enter assessment criteria that will be used.)

- 2023-2024 FAST PM3 Level 1 – 9th and 10th grade
- Level 1 on State Assessment (FSA and/or FAST) -11th and 12th grade

THEN TIER 1 Instruction, TIER 2 Interventions, and TIER 3 Intensive Interventions

Intensive, Individualized Instruction/Interventions
Indicate the programs and practices used in Tier 3 interventions and how the programs and practices are supported by strong, moderate, or promising levels of evidence.

- **Lexia PowerUp** - Lexia PowerUp Literacy program was designed to target common deficits impacting struggling and non-proficient adolescent readers. PowerUp is a blended learning program that provides an adaptive sequence of learning activities that students work through independently online, along with aligned teacher-driven lessons and paper and pencil activities. PowerUp is organized into three separate instructional strands: Word Study, Grammar, and Comprehension. The evaluation of PowerUp is a gold standard randomized control trial that meets ESSA's standards for STRONG research.
- **Imagine Learning** (ELL students with 2.9 or below ACCESS score OR new ELL's). This program has a promising rating according to Evidence for ESSA website.
- **NoRedInk SAT/ACT component– 11th and 12th grade students** - NoRedInk is designed to help Florida teachers provide a personalized learning experience that is driven and aligned to the B.E.S.T. Standards and other national assessments. The SAT/ACT component of the program will assist the 11th and 12th grade students in need of meeting the concordant test scores to graduate. There is an extensive library of materials that are mapped out to target high frequency test items often while also adjusting to meet students' individual needs overall. This resource will help students meet the concordant score on the ACT/SAT in order to help them graduate. NoRedInk also provides rigorous and relevant instruction to better engage students in learning and provide the skills needed to graduate. Recommendation 1-6 show moderate evidence in Preventing Dropouts in Secondary Schools (What Works Clearing House and Institute of Education Sciences-IES, 2017)

Indicate the evidence-based programs and practices implemented for students with a disability, students with an Individual Educational Plan (IEP), and students who are English language learners, as applicable.

- Imagine Learning (ELL students with 2.9 or below ACCESS score OR new ELL's)
- Lexia Powerup
- NoRedInk

Number of times per week interventions are provided:

3 times per week

Number of minutes per intervention session:

At least 15-20 minutes per intervention session

Explain how the effectiveness of Tier 3 interventions are monitored.

Teachers will review Leixa PowerUp progress reports on a weekly basis (each Monday) to determine which students need small group instruction. These reports will assist in setting student weekly goals. Teachers will also pull needs instruction reports to determine which students need 1:1 targeted Lexia lesson(s) delivered. Skill builders reports, usage reports and skill status reports will also be pulled to ensure fidelity of the interventions provided to each student.

The ILT will monitor school usage and skills status reports for Lexia to determine weekly, biweekly, and monthly growth for the school. This will aide in determining which school supports need to be in place to assist teachers and students.

Eleventh and twelfth grade teachers will run usage and ACT/SAT skills reports on a biweekly basis to determine the needs of their students. Teachers will deliver reading intervention and work 1:1 with students who show reading deficits and need assistance with FSA/FAST/ACT and/or SAT lessons.

The district will monitor usage and skills reports on a monthly basis to ensure the fidelity of the programs is being met.

What procedures are in place to identify and solve problems to improve effectiveness of Tier 3 interventions?

The Instructional Leadership Team (ILT) and Intensive Support Team (IST), at each school uses a problem-solving process for reviewing Tier 2 progress monitoring data and Tier 1 data in order to make decisions about continuing, discontinuing, or intensifying interventions. For students who have not responded to a specific reading intervention delivered, teachers will work with students 1:1 and/or in small groups using targeted materials (Lexia Lessons and Skill Builders) to address specific literacy skills based on student online performance.

SCHOOL DISTRICT OF MANATEE COUNTY

Dear Parents,
The FLDOE State Board of Education has mandated instruction related to health education of district students across all grade levels. Florida Statute 1003.42(n) outlines required instruction related to family life, dating violence, and reproductive health education including a focus on abstinence and pregnancy prevention that must be taught across grade levels. This mandate will be satisfied through instruction to students in grades K-12 and will address age-appropriate elements of effective and evidence-based programs. Each student will receive age-appropriate skill-building instruction. Instructional materials can be found on the School District of Manatee County's webpage.

These instructional topics will include the following:

5th Grade	7th/8th Grade Science	HS Science or HOPE
Personal health and puberty	healthy communication for risk reduction, impact of social media on relationships, puberty, reproductive systems, & the benefits of abstinence, teen dating violence	Healthy/unhealthy relationships, pregnancy prevention, abstinence, relationship abuse, how to identify and respond, & resources for teens.

It is understood that permission has been granted for your child to participate in the program with the following understandings (unless you decide to OPT-OUT your child by signing and returning the slip below):

- I understand that my child will be participating in a thorough comprehensive curriculum that teaches them about human development, reproduction, and healthy relationships (Grades 7-12).
- I understand that my child will develop skills of respect and appreciation for themselves, their families, and all people.

If you **DO NOT** want your son/daughter to participate in this program, please sign the form below and return it to your child's science teacher.

OPT-OUT SLIP

Please return this form to your child's science teacher ONLY if you do NOT want your child to participate in the health education lessons.

I have read the above letter, and I do NOT want my child to participate in this program.

NOTE: (There is no penalty to your child for not attending this health lesson. Provisions will be made for your child to attend another class during these lessons.)

Student's Name:

Parent/Guardian Signature:

X_____

2023-2024 SPP Change Summary

Special Circumstances:

- The title page date was changed to 2023-2024.
- The header and footer were changed to reflect the new school year.
- Several edits are included throughout the document that reflect simple grammatical and typographical changes as well as pagination and spacing. These do not affect the meaning or intent of the content in any way.
- Rationale for any policy changes will be stated; otherwise changes are simply formatting, grammatical, or to clarify language.
- There are edits throughout the document that clarify language and do not alter the intent of the policy or content in anyway. Only those things that revise policy will be included in the tabled titled "Proposed Changes Pursuant to Policies and Procedures".
- Aesthetic changes will be updated once all content is confirmed.

Note: Page numbers and spacing will change once deleted language is removed and the final document is formatted for publication.

Proposed Changes Pursuant to Legislative Requirements		
Page/Section	**Change**	**Rationale**
Pg. 31 Elementary School **III. Intensive Intervention** **Parent Notification**	Parents of students in kindergarten through grade 5 who exhibit a substantial deficiency in mathematics, or the characteristics of dyscalculia based upon screening, diagnostic, progress monitoring, assessment data, statewide assessments, or teacher observations must receive notification in writing of the following: 1. That his or her child has been identified as having a substantial deficiency in mathematics, including a description and explanation, in terms understandable to the parent, of the exact nature of the student's difficulty in learning and lack of achievement in mathematics. 2. A description of the current services that are provided to the child. 3. A description of the proposed intensive interventions and supports that will be provided to the child that are designed to remediate the identified area of mathematics deficiency. ~~1.~~4. Strategies, including multisensory strategies and programming, through a home-based plan the parent can use in helping his or her child success in mathematics, including electronic resources compiled by the Department of Education.	CS/HB 7039 addition of parent notification for math deficiency and intervention.

p.75 High School **V. Graduation Requirements** **Online Courses**	~~Online Course:~~ ~~Students entering 9th grade in the 2011-2012 school year and thereafter are required to pass one (1) course by some means of virtual instruction or blended learning course taught by an instructor certified to teach the course. A school may not require a student to take this on-line course or blended learning course outside the school day or in addition to the student's courses for a given semester. An on-line course or blended learning course taken during grades 6-8 for high school credit fulfills this requirement. This requirement does not apply to a student who has an IEP which indicates that an on-line course would be inappropriate or to a student who is enrolled in a Florida high school and has less than one academic year remaining in high school.~~	CS/HB 1 removal of online course requirement for graduation.

All Proposed Changes Pursuant to District Policies and Procedures and Editing to Improve Clarity ***(*Changes pursuant to policies and procedures)***		
Student Progression Plan Notice		
Page/Section	**Change**	**Rationale**
	General (K-12) Section	
p.6 General Information **I. Admission and Enrollment** **First Enrollment**	Prior to the student's first day, the school must have received the documentation detailed below as required by Section 1003.21, Florida Statutes. ~~The~~ Enrollment at Manatee ~~S~~schools ~~Enrollment Form~~ may be ~~obtained~~ completed at~~from~~ the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). ~~Changes can only be made to this form by the enrolling parent.~~ Students may only be released from school to those who are listed ~~on~~ in the Pick-Up/Emergency Contact list ~~section of the Enrollment R~~completed during registration ~~Form~~. The enrolling parent is responsible for notifying the school of any updates or changes to the information given during~~on the enrollment~~ registration ~~form~~. For ~~S~~students who are experiencing homelessness and do not have access to the required documents, please see the general information section 4.9 Homeless Students on page 12.	Changed language to reflect electronic registration.
p.6 General Information **I. Admission and Enrollment**	~~Students entering kindergarten must be five years of age on or before September 1st.~~ Florida Statute 1003.21 requires a child be five (5) years old on or before September 1st. Parents who provide a passport for proof of age must also provide documentation of proof of parentage, proof of legal custody and/or guardianship, or any other evidence that one is	Added language to clarify enrollment expectations.

First Enrollment	a parent as that term is defined under F.S. 1000.21(5). In the event that such documentation is not available, the person registering the child must present, at the time of registration, an affidavit sworn to by the parent, that he/she is the parent, legal guardian, or otherwise as defined by the statute above.	
p.8 General Information **I. Admission and Enrollment** **Entry from another Manatee County School**	Manatee School Enrollment ~~Form~~ may be ~~obtained~~ completed at ~~from~~ the zoned school via parent kiosk or from the SDMC website (https://www.manateeschools.net/registration). Changes can only be made ~~to this form~~ by the enrolling parent. Students may only be released from school to those who are listed on the Pick-Up/Emergency Contact list section of the Enrollment Registration ~~Form~~. The enrolling parent is responsible for notifying the school of any updates or changes to the information on the enrollment registration ~~form~~.	Changed language to reflect electronic registration.
p. 15 General Information **I. Admission and Enrollment** **State Uniform Transfer of Credit Guidelines for High School**	Homeschool transfer student(s) must enter by the first semester of their 11th grade year to be included in class rank.	Added language to clarify for families enrolling from homeschool.
p. 16 General Information **II. Withdrawals**	~~The registrar will send copies of the cumulative folder, a transcript (high school), and any other educational records pertinent to academic placement to the requesting school.~~ The registrar will scan the withdrawal form and any remaining hardcopy documents into Scribbles and direct the enrolling school to the Records Management website to request official records.	Replaced language to reflect electronic records.
	~~The registrar will send the cumulative folder and any other educational records pertinent to academic placement to the requesting school.~~ The withdrawing registrar will scan the withdrawal form and any remaining hardcopy documents into Scribbles and advise the receiving registrar once complete. The enrolling registrar will submit a service desk ticket via the SSO to have the student transferred to their school in Scribbles.	
p.18 General Information **III. Reporting and Notification**	Per state rule 6A-1.0943, a student with a significant cognitive disability ~~A student with a disability~~ may participate in the Florida Standards Alternative Assessment if the eligibility requirements for Florida Standards Alternate Assessment are met and documented on the IEP. ~~based on the IEP team decision using the Florida Alternative Assessment~~	Language changed for clarity.

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Report Card	~~Participation Checklist located on the assessment page of the IEP~~. The student is to be given appropriate accommodations for all classroom instruction and testing as documented on the student's IEP. The student will be graded on his/her achievement of the Access Point Standards ~~, benchmarks and IEP goals~~ using the standard Report Card.	
p. 22 General Information **IV. General Curriculum Information** **Intervention, Remediation and Progress Monitoring**	• The district's specific criteria and policies for student portfolios and the evidence required for a student to demonstrate mastery of Florida's academic standards for English Language Arts. A school must immediately begin collecting evidence for a portfolio when a student in grade 3 is identified as being at risk of retention or upon the request of the parent, whichever occurs first. ~~A parent of a third grade student who is identified as being at risk for retention, can request the school immediately begin collecting evidence for a portfolio.~~ • The district's specific criteria and policies for mid-year promotion. Mid-year promotion means promotion of a retained student at any time during the year of retention once the student has demonstrated ability to read at grade level. ~~for student retained in grade 3.~~ • Information about the student's eligibility for the New Worlds Reading Initiative under s.1003.485, F.S., and information on parent training modules and other reading engagement resources available through the initiative. • The process to request and receive a New Worlds Reading scholarship, subject to available funds (s. 1002.411, F.S.).	Language changed to add clarity.
p. 24 General Information **IV. General Curriculum Information** **Required Instruction**	**Required Instruction** Pursuant to Florida Statute 1003.42, required instruction will be embedded in K-12 course of study, where age appropriate and consistent with course standards. Students may be exempted from the comprehensive health components that include reproductive health or any disease, including HIV/AIDS, its symptoms, development, and treatment. A student so exempted may not be penalized by reason of that exemption. The process to request an exemption will be posted on the district's website. Appendix C contains the Parent Opt Out form for Health Education.	Added language to include required instruction.

2023-2024 SPP Change Summary

	High School (9-12) Section	
p.66 High School **V. Graduation Requirements** **General Information**	A student in a Manatee County public school may earn a Standard Diploma~~, a Special Diploma for Exceptional Education Students who meet specific cohort entry requirements,~~ or a Certificate of Completion.	Language removed to align with state graduation options.
Pg. 86 High School **VII. Exceptional Student Education** **Deferral of Standard Diploma**	Once a student with a disability meets all the requirements for a standard diploma, they may defer the receipt of their diploma. The decision to accept or defer the standard high school diploma must be made prior to the beginning of the school year in which the student is expected to meet all requirements for a standard high school diploma. A signed statement by the parent, guardian or student, if the student has reached the age of majority and rights have transferred to the student in accordance with subsection 6A-6.03311(8), F.A.C., that he or she understands the process for deferment and identifies if the student will defer the receipt of his or her standard high school diploma, must be included in the IEP. ~~This decision is made by the IEP team for the IEP in effect at the beginning of the year the student is expected to graduate and documented on the IEP.~~ The IEP Team must review the benefits of deferring the standard high school diploma and describe to the parent and the student all services and program options available.	Additional language added to clarify process.

AGENDA ITEM NO. 14.10

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Imagine Learning Subscriptions, SDMC No. 24-0031-BS, Continued Procurement with Vendor, Estimated in the Amount of $600,000.00

Executive Summary
Imagine Learning provides a digital curriculum for all district middle and high schools with access to core courses, Advanced Placement, electives, world languages, credit recovery, and Virtual Tutors (test preparation in SAT/ACT, GED, FSA, and all applicable EOCs). The curriculum can be used in a variety of district programs such as initial credit earning for core and general electives, credit recovery, extended learning, alternative education, hospital homebound, virtual, and summer programs.

Imagine Learning also provides a diagnostic and instructional digital language and literacy program that will be used to support newly arrived English Language Learners (ELLs) in K-5 and ELLs that scored a level 1 or a level 2 on the state English language proficiency test (ACCESS 2.0 for ELLs). The program is research-based and aligned to the Florida State Standards. It provides rigorous instruction using an adaptive approach where each student receives an explicit, individualized learning path that adjusts to his or her learning needs and measures individual progress with embedded assessments. Imagine Learning provides heritage language assistance for students in 15 languages. As a student's English proficiency increases, the native language support will automatically fade. This program utilizes comprehensive and individualized reports for teachers and administrators to track a student's individual growth and progress. Technical support and professional development are included in the cost.

Approval of this agenda item does not indicate immediate or complete expenditure of approved funds. Approved funds will only be expended on an as needed as budget allows. The requested contract is for the period of July 01, 2023 through June 30, 2024.

Historical expenditures are as follows:

- YTD 2022-2023 $582,941.32
- 2021-2022 $594.147.93
- 2020-2021 $516,350.00

Florida Statutes Section 1010.04(4) states, "Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical."

Subsection 6A-1.012(14) F.A.C. states, "A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board."

Subsection 6A-1.012(11) F.A.C. states, "The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for: (a) The purchase by district school boards of professional services which shall include, without limitation, artistic services; academic program reviews; lectures by individuals; auditing services not

subject to Section 218.391, F.S.; legal services, including attorney, paralegal, expert witness, court reporting, appraisal or mediator services; and health services involving examination, diagnosis, treatment, prevention, medical consultation or administration; and, (b) The purchase by district school boards of educational services and any type of copyrighted materials including, without limitation, educational tests, textbooks, printed instructional materials, computer software, films, filmstrips, videotapes, dvds, disc or tape recordings, digital recordings, or similar audio-visual materials, and for library and reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution;"

The supplier is Imagine Learning, LLC., Scottsdale, AZ, Florida Document No. M20000011599.

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval to purchase Imagine Learning Subscriptions, SDMC No. 24-0031-BS, continued procurement with vendor, estimated in the amount of $600,000.00.

Financial Impact
The funding source for this expenditure is Curriculum General Fund and Grant Funds and is included in the Curriculum and Federal Programs Departments proposed budget for 2023-2024.

Contact
Submitting Departments: Curriculum and Purchasing
Initiated By: Laurie Breslin and Ruth Gruett

Attachments:
23-24 IS Hospital Homebound Quote
23-24 Courseware Renewal Quote
23-24 JDC Renewal Quote
Imagine Contract for Services

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	3/8/2023
Quote No.	299310
Acct. No.	03:sc:FL:12217159
Total	$0.00
Pricing Expires	6/6/2023

School District of Manatee County
P O Box 9069
Bradenton FL 34206

Payment Schedule	Contract Start	Contract End
	7/1/2023	6/30/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Manatee County Hospital-Homebound School						
	IS OW per Semester (18 Weeks) per Enrollment (14 day drop/add grace period) $250 per semester enrollment, bill on usage		06/30/2024	$0.00	1	$0.00
	IS Teaching for Full-time Student - One Month $350 per student per month for Homebound. There is a 5 day grace period for each enrollment . Billing occurs the 10th day of each month.		06/30/2024	$0.00	1	$0.00

Subtotal	$0.00
Total	$0.00

Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at https://www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Imagine Learning's written consent.

School District of Manatee County

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Nancy Smith
nancy.amith@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	2/23/2023
Quote No.	277185
Acct. No.	03:sc:FL:12217159
Total	$217,040.00
Pricing Expires	6/30/2024

Attn: Accounts Payable
School District of Manatee County
PO Box 9069
Bradenton FL 34206-9069

Bill to: vendorap@manateeschools.net

Payment Schedule	Contract Start	Contract End
	7/1/2023	6/30/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Bayshore High School						
2. Braden River High School						
3. Lakewood Ranch High School						
4. Manatee High School						
5. Palmetto High School						
6. Parrish Community High School						
7. Southeast High School						
	Digital Libraries 9-12 Comprehensive Site License (HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		06/30/2024	$15,720.00	7	$110,040.00

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Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative
Nancy Smith
nancy.smith@imaginelearning.com

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imagine learning

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	2/23/2023
Quote No.	277185
Acct. No.	03:sc:FL:12217159
Total	$217,040.00
Pricing Expires	6/30/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Horizons Academy						
2. School of Acdmc and Bhvrl LRNNG Excllnc						
	Digital Libraries 6-12 Comprehensive All Site License (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)	Program Site Program Site	06/30/2024	$0.00	2	$0.00

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Braden River Middle School						
2. Buffalo Creek Middle School						
3. Carlos E Haile Middle School						
4. Dr Mona Jain Middle School						
5. Electa Lee Magnet Middle School						
6. Lincoln Memorial Academy						
7. Louise R Johnson Mid Sch of Intl Studies						
8. Martha B King Middle School						
9. Palm View Elementary School						
10. R Dan Nolan Middle School						
11. W D Sugg Middle School						
	Digital Libraries 6-8 Comprehensive Concurrent User (all MS math, ELA, science, social studies, MS electives, and MS World Languages; excludes eDynamic Learning and Purpose Prep)		06/30/2024	$440.00	220	$96,800.00

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. School District of Manatee County						
	EdgeEX Promotional Access – Available Fall 2023, access not to exceed 6/30/2024		06/30/2024	$0.00	1	$0.00
	Professional Development Onsite Day		06/30/2024	$3,400.00	3	$10,200.00

Subtotal	$217,040.00
Total	$217,040.00

imagine learning

Price Quote

8860 E. Chaparral Rd
Suite 100
Scottsdale, AZ 85250
877-725-4257

Date	2/23/2023
Quote No.	298788
Acct. No.	03:sc:FL:12217159
Total	$8,266.00
Pricing Expires	5/24/2023

School District of Manatee County
P O Box 9069
Bradenton FL 34206

Payment Schedule	Contract Start	Contract End
	7/1/2023	6/30/2024

Site	Description	Comment	End Date	Per Unit	Qty	Amount
1. Manatee Regional Juvenile Detention Ctr						
	Digital Libraries 6-12 Comprehensive All Content Concurrent User (MS and HS content for math, ELA, science, social studies, electives, AP, world languages, Virtual Tutors; excludes eDynamic Learning and Purpose Prep)		06/30/2024	$705.00	10	$7,050.00
	MyPath Reading and Math Site License		06/30/2024	$1,216.00	1	$1,216.00

Subtotal	$8,266.00
Total	$8,266.00

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School District of Manatee County

Signature: _____
Print Name: _____
Title: _____
Date: _____

Imagine Learning Representative

Nancy Smith
nancy.smith@imaginelearning.com

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM General FUNDS — Budgeted, Federal, Grant, Internal

Curriculum — Name of School/Department

PO# 24-0031-BS

- ○ $25,000 & UNDER — PRINCIPAL/DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT
- ○ $25,000 - $49,999 — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, & SUPERINTENDENT
- ◉ $50,000 & OVER — PRINCIPAL/ DIRECTOR(S), LEGAL, DEPUTY SUPERINTENDENT, SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 21 day of May, 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and IMAGINE LEARNING INC. (Vendor).

VENDOR:

Business Name: IMAGINE LEARNING INC Vendor No. 0000002228
Representative: NANCY SMITH Position: ACCOUNT REPRESENTATIVE - FL
Address: 8860 EAST CHAPARRAL ROAD SUITE 100
City: SCOTTSDALE State: AZ Zip: 85250
Phone: 407-579-7030 Email: NANCY.SMITH@IMAGINELEARNING.COM
SDMC Employee: Yes: (____) No: (X) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Vendor will provide professional development to District.

And shall be performed at the following location(s): TBD
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0031-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Quote per unit where the unit of measure is quotes to be provided.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line Various

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

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

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____
Vendor Date

_____
School Principal Date

_____
Legal Date

_____
Deputy Superintendent Date

_____
Superintendent (over $25,000) Date

_____
Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 14.11

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Purchase Pioneer Valley Products and Services, SDMC No. 24-0042-BS, Continued Procurement with Vendor, Estimated in the Amount of $675,000.00

Executive Summary
The District purchases supplemental materials and related professional development from Pioneer Valley Books in support of early literacy education. Primary teachers district-wide will utilize the Literacy Footprints kits and participate in related professional development to implement explicit, systematic and multi-sensory reading instruction and intervention strategies for emergent learners. The District has worked with Pioneer Valley to supply Literacy Footprints small group instruction materials for several years. In Tandem will supplement Literacy Footprints by providing a research-based approach using decodable texts that work "In Tandem" with the small group materials teachers are using in the classroom.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The requested contract period is July 1, 2023 through June 30, 2024.

Historical expenditures are as follows:

- YTD 2022-2023 $85,027.20
- 2021-2022 $461,626.24
- 2020-2021 $677,765.50

Florida Statutes Section 1010.04(4) states, “Alternative procedures for purchasing – The State Board of Education may, by regulation, provide for alternative procedures for bidding or purchasing in cases in which the character of the item requested renders competitive bidding impractical.”

State Board Rule 6A-1.012(7) states, “The requirements for requesting bids from three (3) or more sources is hereby waived as authorized by Section 237.02, Florida Statutes, for the purchase of professional or educational services, educational tests, textbooks, printed instructional materials, computer software, films, reference books, and printed library cards where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency or a recognized educational institution”.

Subsection 6A-1.012(14) F.A.C. states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology, as defined in Section 282.004(11), F.S., may make any acquisition through the competitive solicitation process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the district school board.”

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 to purchase Pioneer Valley products and services, SDMC No. 24-0042-BS, continued procurement with vendor, estimated in the amount of $675,000.00.

Financial Impact

The funding sources for these expenditures are CERP, Reading Tutoring Grant, and various other school funds and are included in the Schools and Curriculum and Professional Learning Department proposed budget for the 2023-2024.

Contact

Submitting Departments: Curriculum and Purchasing
Initiated By: Dr. Laurie Breslin and Ruth Gruett

Attachments:
Digital Reader
Professional Development
Tandem
Pioneer Valley Contract for Services

Pioneer Valley Books
155A Industrial Dr.
Northampton, MA 01060
Phone: 888-482-3906
Fax: 413-727-7211
Tax ID: 04-3414244

Quote

#Q201380

02/06/2023

Bill To
Accounts Payable
School District of Manatee County
PO BOX 9069
BRADENTON FL 34206-9069
941-708-8770
vendorap@manateeschools.net

Ship To
Receiving
Professional Support Center
2501 63rd Ave East
School District of Manatee County
Bradenton FL 34203
941-812-1964

Expires	Sales Rep	Shipping Method
08/31/2023	Colleen Sculleigh Osman	Standard Shipping

Qty	SKU/ISBN	Item Name	Reg. Price	Disc.	Price	Amount
375	**LFP-DR-TEACHER**	**Digital Reader, Teacher Access**	$20.00		$20.00	$7,500.00
		Discount - DR Percent		29%		$-2,175.00
6,000	**LFP-DR-STUDENT**	**Digital Reader, Student Access**	$10.00		$10.00	$60,000.00
		Discount - DR Percent		26%		$-15,600.00

Subtotal	$49,725.00
Tax	$0.00
10% Shipping & Handling	$0.00
Total	$49,725.00

Quote Comments

Quote prepared for Jennifer Harrison. This quote is valid through 08/31/2023. Please reference quote number when submitting PO to ensure that discounts are applied correctly. Please note that starting April 1, 2021 we will be collecting tax for all states where it is applicable. If you are a tax exempt entity or organization, please submit your tax exemption certificate with your FEIN/TIN number or TID number. Exemptions may take up to 48 business hours to process.

This quote reflects annual subscriptions to the Digital Reader, valid for the 2023-2024 academic year. Subscription structure reflected on this quote applies to large-scale implementation and a special one-time discount has been applied based on total license count. Decreased license count will impact the discount amount.

Q201380

Pioneer Valley Books
155A Industrial Dr.
Northampton, MA 01060
Phone: 888-482-3906
Fax: 413-727-7211
Tax ID: 04-3414244

Quote

#Q201470

02/10/2023

Bill To
Accounts Payable
School District of Manatee County
PO BOX 9069
BRADENTON FL 34206-9069
941-708-8770
vendorap@manateeschools.net

Ship To
Professional Support Center
2501 63rd Ave East
Bradenton FL 34203
941-708-8770

Expires	Sales Rep	Shipping Method
08/31/2023	Alora Heffernan	Standard Shipping

Qty	SKU/ISBN	Item Name	Reg. Price	Disc.	Price	Amount
1	**PR-PL-Day-1**	**Professional Development One Day**	$3,600.00		$3,600.00	$3,600.00
		Discount				$-600.00

Subtotal	$3,000.00
Tax	$0.00
10% Shipping & Handling	$0.00
Total	$3,000.00

Quote Comments

Quote prepared for Jennifer Harrison. This quote is valid through 08/31/2023. Please reference quote number when submitting PO to ensure that discounts are applied correctly. Please note that starting April 1, 2021 we will be collecting tax for all states where it is applicable. If you are a tax exempt entity or organization, please submit your tax exemption certificate with your FEIN/TIN number or TID number. Exemptions may take up to 48 business hours to process.

This quote is for 1 Onsite day of Professional Learning to take place at a mutually agreed upon date. No dates can be guaranteed until the receipt of PO and confirmation from the consultant. This quote is for Professional Learning sessions to take place in the the 2023-2024 school year.

One time discount granted to meet budgeting requirements.
This Professional Learning is to go along with large scale purchase of Digital Reader. Professional Learning will take place after the district has met with a Digital Reader Team member for a complimentary walk through of the platform.

Q201470

1099

Pioneer Valley Books
155A Industrial Dr.
Northampton, MA 01060
Phone: 888-482-3906
Fax: 413-727-7211
Tax ID: 04-3414244

Quote

#Q202672

04/12/2023

Bill To
Accounts Payable
School District of Manatee County
PO BOX 9069
BRADENTON FL 34206-9069
941-708-8770
vendorap@manateeschools.net

Ship To
Receiving Department
Warehouse/Allison Nichos
1 Matzke Way
Bradenton FL 34208
941-708-8770

Expires	Sales Rep	Shipping Method
08/31/2023	Colleen Sculleigh Osman	Standard Shipping

Qty	SKU/ISBN	Item Name	Reg. Price	Disc.	Price	Amount
82	TAN-Kinder-CP	In Tandem: Reading-Writing-Phonics Kindergarten	$3,450.00		$3,450.00	$282,900.00
81	TAN-First-CP	In Tandem: Reading-Writing-Phonics First Grade	$4,750.00		$4,750.00	$384,750.00
	Subtotal					$667,650.00
		Discount		15%		$-100,147.50

Subtotal	$567,502.50
Tax	$0.00
Free Shipping & Handling	$0.00
Total	$567,502.50

Quote Comments

Quote prepared for Vanessa Marasco. This quote is valid through 08/31/2023. Please reference quote number when submitting PO to ensure that discounts are applied correctly. Please note that starting April 1, 2021 we will be collecting tax for all states where it is applicable. If you are a tax exempt entity or organization, please submit your tax exemption certificate with your FEIN/TIN number or TID number. Exemptions may take up to 48 business hours to process.

Discount of 15% reflected on this quote has been applied based on total item count. Decreased amount of items will result in discount no longer being valid.

Please note: The In Tandem First Grade Kits will be available for delivery in June 2023.

Q202672

SCHOOL DISTRICT OF MANATEE COUNTY
AGREEMENT FOR CONTRACTUAL SERVICES

PAID FROM CERP & Reading Tutorir FUNDS
Budgeted, Federal, Grant, Internal

Curriculum
Name of School/Department

PO# 24-0042-BS

( ) $25,000 & UNDER
PRINCIPAL/DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT

( ) $25,000 - $49,999
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
& SUPERINTENDENT

(•) $50,000 & OVER
PRINCIPAL/ DIRECTOR(S),
LEGAL, DEPUTY SUPERINTENDENT,
SUPERINTENDENT & BOARD APPROVAL

This Agreement entered into this 17 day of May , 2023, (Agreement Date) by and between the School District of Manatee County, Florida, a political subdivision of the State of Florida (School District) and Pioneer Valley Books. (Vendor).

VENDOR:

Business Name: Pioneer Valley Books Vendor No. 0000003125
Representative: Colleen Sculleigh Osman Position: Sales Representative
Address: 155A Industrial Drive
City: Northampton State: MA Zip: 01060
Phone: 888-482-3906 Email: PVB@pioneervalleybooks.com
SDMC Employee: Yes: (____) No: (_X_) Former: (____) Date Employment Ended: _____
Current employees must be paid from their cost center and cannot own 5% or more of business.

SCOPE OF WORK:

Vendor shall provide service(s) according to the terms and conditions set forth in this Agreement. The service(s) to be provided by Vendor is/are {*if attached indicate name of attachment*}

Provide professional development services, licenses, and products

And shall be performed at the following location(s): Various
Date(s) of Service(s): 07/01/2023 to 06/30/2024 *(Not to exceed 1 year)*
Time(s)/Duration: _____ am/pm to _____ am/pm

LIMIT OF COMPENSATION:

The School District has authorized an amount not to exceed $24-0042-BS, which shall constitute the maximum amount due under this agreement to the Vendor for service(s) rendered under section two. Agreements exceeding $50,000.00 are subject to School Board Approval.

PAYMENT:

Payment for services shall be (*mark one*)
□ a flat fee of $_____.
■ a rate of $Per Quote per unit where the unit of measure is Will provide quote as needed.
Payment shall be according to Section 218 F.S. "LOCAL GOVERNMENT PROMPT PAYMENT ACT." Payments shall be issued only in the name of Vendor.

To be paid from budget line _____

TERMS AND CONDITIONS:

Term of Agreement:

This Agreement shall become effective on the Agreement Date, or the date on which the agreement has been signed by both parties, whichever is later, and shall have a term not to exceed one year.

Assignment:

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

Compliance with Jessica Lunsford Act:

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

Third Party Beneficiary:

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

Governing Law:

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

Relationship of Parties:

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

Indemnification:

Vendor agrees to defend indemnify and hold harmless the School District, their agents, employees, officers and Board Members against any and all third-party claims, losses, damages, expenses, or liabilities arising from any action or failure to act with respect to this agreement to the extent provided by law. When pertaining to a services contract, Vendor will obtain at its own cost and expense general liability insurance with minimum coverage amounts of at least one million dollars per occurrence and three million dollars in excess coverage and such insurance will name The School Board, their Board Members and School District Employees as an additional insured. To the extent applicable Vendor will maintain and furnish workers compensation insurance. A certificate of insurance will be furnished within ten business days from the execution of this agreement. Failure to provide such insurance allows the School District, the election to immediately terminate this agreement. Certain employees are subject to written waiver of indemnification.

Confidentiality:

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

Sovereign Immunity:

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

Compliance Requirements:

The School District, acknowledges and understands that the projects contemplated by this contract are being constructed on public property owned by the School District, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the Vendor agrees to all provisions and instructions contained in this Agreement and agrees that the failure of Vendor to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

Invoice Requirements:

The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the services performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

Contact with Students:

Unless otherwise specified, the Vendor, will have no employees or independent contractors, material men, supplier

or anyone involved in any manner with projects resulting from this Agreement shall have direct or indirect contact with students at project sites. A violation of this provision shall result in immediate termination of the offender and issuance of a trespass notice from the School District. Vendor shall be responsible for insuring compliance by all employees, independent contractors and sub-contractors or other persons involved in any manner with projects resulting from this Agreement.

Standards of Conduct:

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

Severability and Waiver:

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

Force Majeure:

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

Equal Opportunity:

The Vendor agrees to comply with the provisions of the Civil Rights Act of 1991, The Civil Rights Act of 1964, and The Americans with Disabilities Act, Age Discrimination in Employment Act, Section 1000.05, Florida Statutes, and The Pregnancy Discrimination Act and the Family Medical Leave Act. Said Provider further agrees not to discriminate on the basis of race, sex, national origin, religion, handicap, disability, sexual orientation, age or marital status. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Federal Debarment & Suspension Certification:

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

Termination:

Termination for Cause—The School District reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School District shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for cause includes terminations under 215.4725, F.S.

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

Custodian of Public Records:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

Public Records Custodian
215 Manatee Avenue W.
Bradenton,
Florida, 34205
(941) 708-8770
publicrecords@manateeschools.net

Compliance to the Sunshine Law:

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

School District Policy:

In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment

or services shall be effected with any individual or business entity in which any member of the School Board or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in Chapter 112 Florida Statutes.

Compliance with Regulations:

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

Safety Standards:

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

Tax Exemptions:

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

Contract Work Hours & Safety Standards Act:

(34 CFR 80.36(I) (6): All vendors, Vendors and sub-contractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR Part 5).

Possession of Firearms:

Possession of firearms will not be tolerated on the project or any School District of Manatee County property. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property. If any employee or independent contractor of the Vendor, or any of its sub-contractors, is found to have brought a firearm on School District property, said employee or independent contractor shall be immediately removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County. “Firearm” has the meaning given in Subsection 790.001(6) Florida Statutes.

Criminal Acts:

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

Possession/Use/Under the influences of Mind Altering Substances:

Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor’s employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor shall terminate its agreement with the sub-contractor. If the Vendor fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

Clean Air and Water Pollution Act:

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251 et seq. The Contractor agrees to report each violation to the USDA and the appropriate EPA Regional Office.

Energy Policy and Conservation Act:

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Byrd Anti-Lobbying Amendment:

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or

attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Funding Agreement (Right to Inventions):

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2(a), and the contractor/subcontractor enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement", the contractor/subcontractor must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements", and implementing regulations issued by the awarding agency.

Procurement of Recovered Materials

1. In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

2. Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

Entire Agreement:

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement will supersede any conflicting terms in any counterpart, exhibit or attachment. No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail. In the event of conflict the terms of this agreement shall govern.

Covid 19 The Vendor agrees to follow the School District of Manatee County's protocols pertaining to COVID-19.

Employment Eligibility Verification ("E-VERIFY"):

By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER:
_____

SIGNATURES:

_____	_____
Vendor Date	Deputy Superintendent Date
_____	_____
School Principal Date	Superintendent (over $25,000) Date
_____	_____
Legal Date	Board Chair (over $50,000) Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/

Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

CONTRACTOR/VENDOR DISQUALIFIABLE OFFENSES:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 14.12

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval to Use The State of Florida Contract #44000000-NASPO-19-ACS, Copiers and Managed Print Services (Print Shop), SDMC No. 23-0107-KD, Continued Procurement for Products and Services, Estimated in the Amount of $1,600,000.00

Executive Summary
In addition to copiers in schools and departments, the District operates a print shop that produces, on average one million pages each month. Since 2018, nearly 60 million pages of classroom materials, textbooks, parent and employee letters, District and school handbooks, yearbooks, graduation programs, forms, business cards, envelopes, and posters have been produced. As the current equipment has aged, maintenance and reliability issues have increased and the equipment is no longer able to meet demands. The current machine leases will mature in January of 2024. The District is recommending replacement of the print shop equipment fleet to be completed through Konica Minolta and serviced directly by the manufacturer. The Konica Minolta equipment will allow for increased production capacity by an estimated 75% while integrating offline production that is currently completed manually into automated equipment. This will reduce separate stand alone equipment and eliminate any need for additional personnel to accommodate increases in print volume. The District has also found that integrating the copier platform with the print shop platform will offer significant advantages and create a near seamless transition for teachers and District personnel. This agenda item reflects the estimated lease cost, software, maintenance, and estimated click charges of $120,000.00 annually, which are independent of the leasing costs.

Approval of this agenda item does not indicate immediate or complete expenditure of funds. Funds will only be expended as budget(s) allow. The State of Florida Contract is valid through July 31, 2024, with renewals and extensions as completed by the State of Florida. The anticipated maturity for these leases is 2029. Additional leases may be executed as needed for additional needs, changes, etc., throughout the contract period.

Subsection 6A-1.012(6) F.A.C. (5) allows school boards to purchase from existing proposals of other public entities upon agreement by the awarded vendor(s).

State Board Rule 6A-1.012(14) states, “A district school board, when acquiring, whether by purchase, lease, lease with option to purchase, rental or otherwise, information technology resources, as defined in Section 282.0041(14), Florida Statutes, may make any acquisition through the bid process as described herein or by direct negotiation and contract with a vendor or supplier, as best fits the needs of the school district as determined by the school board.”

School Board Policy 6320 states," Before purchasing nonacademic commodities and contractual services, the Board authorizes the Superintendent to review the purchasing agreements and State term contracts available under F.S. 287.056 to determine whether it is in the Board's economic advantage to use the agreements and contracts. Each bid specification for nonacademic commodities and contractual services must include a statement indicating that the purchasing agreements and State term contracts available under F.S. 287.056 have been reviewed. The Board may use the cooperative State purchasing programs managed through the regional consortium service organizations pursuant to F.S. 1001.451. This policy does not apply to services that are eligible for reimbursement under the Federal E-rate program administered by the Universal Service Administrative Company."

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

Ready For Life | Goal 6
Continue implementation of innovative technology advancements that improve classroom and school environments for exceptional learning

Recommendation
The Superintendent recommends approval to use The State of Florida Contract #44000000-NASPO-19-ACS, Copiers and Managed Print Services (Print Shop), SDMC No. 23-0107-KD, continued procurement for products and services, estimated in the amount of $1,600,000.00.

Financial Impact
The funding source for this expenditure is Capital, General, Grant, and other funding sources as determined and is included in the proposed budget for 2023-2024.

Contact
Submitting Departments: Information Technology and Purchasing
Initiated By: Scott Hansen and Ruth Gruett

Attachments:
KM Manatee Schools Production Proposal April 2023 update
23-0107 Konica Minolta Unsigned

KONICA MINOLTA

Production Print Equipment and software Proposal for Manatee School District, April, 2023





SCHOOL DISTRICT OF MANATEE COUNTY, FLORIDA
A Tradition of Excellence

A Unique Value Proposition, prepared exclusively for



KONICA MINOLTA

1111

Joe Strickland
Major Account Executive
813-546-3837

Todd Nguyen
Production Solutions Consultant
727-247-8653

Joe Miska
Sr. Production Print Specialist
813-753-9392

A GREAT PARTNERSHIP FOR SUCCESS

Brian, thank you for considering Konica Minolta for your print shop needs. We're very excited to be working with your district, and hope that you'll find this proposal brings Manatee Schools the best possible value. Konica Minolta is very well established in the Manatee/Sarasota area, with installations at Sarasota, Charlotte and Desoto county school systems already. We have very high volume installations of the types of systems we're recommending at locations across Florida such as FedEx Office Central Print in Orlando, PrimeNet in Largo, and more. Our local Sarasota-based service team is ready with all the parts and expertise to keep your systems running, and we are the only major manufacturer with service teams all up the West Coast of Florida, including Fort Myers, Sarasota and Tampa/St. Pete.

We believe this proposal represents the best value for Manatee schools, and we hope you agree.

ADDED-VALUE FOR Manatee County Schools Print Shop

- ❑ **New Accuiro 6272P (x2) high speed monochrome production printing systems**
- ❑ **New Accurio 6136 monochrome system with advanced finishing**
- ❑ **New Accurio C4080 color production printing system**
- ❑ **Accurio Flux pre-press software for complete make-ready and automation**

KONICA MINOLTA

Manatee County Schools Print Shop

The Konica Minolta Production Difference

- Vertical based Subject Matter Experts focused specifically on your industry.
- Full workflow analysis and business drivers' assessment designed to match your department goals with the proper solutions.
- Periodic Account Reviews and Strategic Planning Meetings to discuss the future of your business, in relation to existing and developing market trends.
- KM employs the largest group of G7 Certified Color Experts in the country, to help you produce the colors you need consistently across all of your devices.
- G7 Training Methodology is taught for all production color installs, even if you choose not to attain a G7 certification.
- Support Structure- Expert Level Factory Trained Production Specialists, Consultants, and Technicians.
- Konica Minolta Digital Solutions Center helpdesk for support when you need it the most.
- OEM parts and service.
- Industry-leading Research & Development.
- KM's Total Production Portfolio includes but is not limited to innovations in Narrow web printing, Variable Foil printing, 2D-3D Variable Spot Varnish printing and Inkjet technologies.
- Most color consistent production color devices in the industry based on third party reviews.
-
- KM offers the largest production portfolio of world class OEM inline finishing by any equipment manufacturer in the industry.

KONICA MINOLTA

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BUSINESS OBJECTIVES / CHALLENGES

Organizational Objectives

- Continue providing full, in-house printing and fulfillment services to the entire Manatee Schools system, eliminating the need to outsource work, and minimizing the need to run more expensive, in-school copiers and printers.
- Maximize internal productivity and capability, keeping as much work in-house as possible, with limited operating budgets and staff.
- Integrate and expand WebCRD for the easiest teacher and staff interaction, including the ability to submit jobs electronically, from any location, at any time, with seamless job tracking and order management.
- Simplify the workflow, options and capabilities of the shop to avoid expensive, resource intensive special requests, keeping costs to the district at a minimum and allowing the maximum district resources to go toward instruction.

Challenges

- The existing monochrome systems have not proven reliable enough for the throughput required, with too much downtime.
- The Plockmatic booklet makers never worked properly with the existing monochrome systems, meaning all booklets are run on the color system at higher cost, and hardware is being paid for that's not used.
- Existing systems aren't ideal for pressure adhesive stocks and pre-perf.
- Cost of operating the color system is excessive and often the monthly minimums are not being met.

TRANSITION PLAN

Add two high speed monochrome systems with heavy duty booklet making, high capacity stacking and staple/punch.

Recommended initial capabilities/ configuration:

- Vacuum feeding for highest reliability, including coated stock and NCR and more.
- Twin-engine configuration, for maximum reliability and speed. Run at 272 impressions/minute (136 sheets).
- SD506 Konica Minolta booklet maker folds/staples up to 50 sheets with face trim for extremely reliable, inline book making.
- High capacity stacker with removable cart for offline operations on large stacks. Cart and be removed and replaced without stopping the printing process.
- FS532 stacking/stapling finisher allows for 100-sheet side stapled sets and 2/3 hole punch with no machine slowdown.
- NCR capable.

KONICA MINOLTA
Giving Shape to Ideas

AccurioPress 6272P

WIDTH	DEPTH	HEIGHT
278.62 inches	35.83 inches	57.24 inches



2 x NEMA L6 - 30R 3 x NEMA 5 - 15R

COLOR	B/W	PAPER SIZE	MAX PAPER CAPACITY (80g/m²)
		12.76" x 18.23"	8000

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TRANSITION PLAN (Continued)

Add a 6136 monochrome system with advanced finishing, interposing and envelope capability

Recommended initial capabilities/ configuration:

- Vacuum feeding for highest reliability, including coated stock and NCR and more.
- Vacuum interposer for insertion of high volumes of color stacks and sets into finished books.
- GBC punch for in-line and offline coil/comb bound books
- Inline coil inserter- output finished coiled books.
- SD506 bookmaker for folding/ stitching large books plus bi-tri fold.
- IQ501 for best photo-quality black printing and registration management for perfect book making.
- FS532 stacking/stapling finisher allows for 100-sheet side stapled sets and 2/3 hole punch with no machine slowdown.
- Envelope kit
- NCR capable.

KONICA MINOLTA
Giving Shape to Ideas

AccurioPress 6136P

WIDTH	DEPTH	HEIGHT
333.6 inches	35.83 inches	57.24 inches



GBC Punching is at 105ppm

1 x NEMA L6 - 30R 7 x NEMA 5 - 15R

COLOR	B/W	PAPER SIZE	MAX PAPER CAPACITY (80g/m²)
	136 ppm	12.76" x 18.23"	8000

1116

TRANSITION PLAN (continued)

Add a high speed color system with heavy duty booklet making and staple/punch.

Recommended initial capabilities/ configuration:

- Vacuum feeding for highest reliability, including coated stock envelopes and more.
- IQ501 automatic image quality and registration management system eliminates the need for calibration and registration adjustment.
- SD506 Konica Minolta booklet maker folds/staples up to 50 sheets with face trim for extremely reliable, inline book making.
- FS532 stacking/stapling finisher allows for 100-sheet side stapled sets and 2/3 hole punch with no machine slowdown.
- Envelope kit allows high speed printing of envelopes up to 9x12.
- NCR capable.

KONICA MINOLTA
Giving Shape to Ideas

AccurioPress C4080

WIDTH	DEPTH	HEIGHT
198.7 inches	35.55 inches	58.19 inches



1 x NEMA L6 - 30R 5 x NEMA 5 - 15R

COLOR	B/W	PAPER SIZE	MAX PAPER CAPACITY (80g/m²)
80 ppm (LTR)	80 ppm (LTR)	13" x 19.2"	6130

1117

Key Capabilities of the Proposed Systems (ultra high speed monochrome)

Accurio 6272:

- 272 Pages/minute duplex with two engines for maximum duty cycle and reliability.
- Advanced Konica Minolta controller for high speed processing and complete web-based job and queue management. One controller architecture across the whole fleet speeds learning and makes for efficient machine and job management.
- 350 GSM stock capability: Print on coated 16 point stock, for everything from book covers to cards.
- Ultra high resolution and screening capability. True graphic-arts print quality for accurate and true photos within printed materials.. No other machines offer such high quality monochrome imaging. Konica Minolta monochrome engines are the only currently available monochrome systems designed in the 21st century, clean sheet, based on imaging technology from our world-class color engines.
- Full vacuum feeding for challenging and coated stocks, including shells, and even high volumes of NCR/ carbonless.
- SD506 booklet maker folds and stitches up to 200 page books, with face trim for neater finish. This is the heaviest duty OEM manufactured booklet maker available, and gives the most simple programming directly at the controller, no 3rd party service needed, and job integrity at the page level for seamless jam recovery and variable data.
- 100-sheet side or corner stapling. Eliminate the need for tape or metal-channel binding and the expensive supplies by producing very large stapled sets. Stapling does not slow down the print process. If additional capabilities are needed, the 6272 can be equipped with a huge array of OEM, KM designed and manufactured finishing equipment ranging from GBC (including coil insertion), perfect binding, 3-knife, square back booklet finishing, folding and more.
- in-line 2 or 3 hole punch (to the external stacking tray).
- High capacity stacker with roll-away cart to easily take finished stacks to offline binding or straight to fulfillment.
- Print high volumes of NCR forms.

KONICA MINOLTA

Key Capabilities of the Proposed Systems (advanced finishing monochrome)

Accurio 6136:

- 136 Pages/minute on all stock
- 350 GSM stock capability: Print on coated 16 point stock, for everything from book covers to cards.
- Envelope printing: print high speed, high quality black and white envelopes.
- Advanced Konica Minolta controller for high speed processing and complete web-based job and queue management. One controller architecture across the whole fleet speeds learning and makes for efficient machine and job management.
- Ultra high resolution and screening capability. True graphic-arts print quality for accurate and true photos within printed materials.. No other machines offer such high quality monochrome imaging. Konica Minolta monochrome engines are the only currently available monochrome systems designed in the 21st century, clean sheet, based on imaging technology from our world-class color engines.
- IQ-501 for extremely accurate image density and registration control for even better black and white image quality.
- Full vacuum feeding for challenging and coated stocks, including shells, and even high volumes of NCR/ carbonless.
- Vaccum feed unit as a post-engine interposer to allow insertion of color pages and sets into finished books.
- GBC punch with interchangeable dies allows for creating coil and comb bound books.
- GBC wire comb binding unit- insert the wire binders in-line so that complete- finished books exit the system with no post processing at all, freeing labor and time.
- SD506 booklet maker folds and stitches up to 200 page books, with face trim for neater finish. It also bi-folds heavy stock and tri-folds nested letters, eliminating the need for offline folding equipment.
- 100-sheet side or corner stapling.
- In-line 2 or 3 hole punch (to the external stacking tray).
- Print high volumes of NCR forms.

KONICA MINOLTA

Key Capabilities of the Proposed System (color)

Accurio C4080:

- 80 pages/minute (up to 10PT, 55 PPM above that).
- 360 GSM stock weight capability.
- Advanced Konica Minolta controller for high speed processing and complete web-based job and queue management. One controller architecture across the whole fleet speeds learning and makes for efficient machine and job management.
- Vacuum feeding through the external feed unit, with three drawers. This allows consistent feeding of a very wide range of difficult stock, reducing jams and improving registration accuracy. Print everything from textured paper to poly label and pre-perforated stock. Load over 4000 sheets in the vacuum feeder, with the ability to add more feeders, including long sheets.
- 860K/month duty cycle: this high duty cycle indicates the extreme reliability built into the C4080 engine.
- Fully automatic press linearization (used to be an hour long service procedure), profiling and calibrating, with sheet-to-sheet real time monitoring of color and registration accuracy with camera system and high speed spectrophotometers in line. Artificial intelligence engine learns and monitors the images for absolute accuracy and consistency.
- Print high volumes of envelopes at full quality and speed through the vacuum feeder (drawer 3).
- SD506 booklet maker folds and stitches up to 200 page books, with face trim for neater finish. This is the heaviest duty OEM manufactured booklet maker available, and gives the most simple programming directly at the controller, no 3rd party service needed, and job integrity at the page level for seamless jam recovery and variable data. Low temperature, low pressure belt fuser.
- Oscillating fuser prevents “shouldering” on heavy stock, eliminating the lines that appear on prints from older technology.
- Take advantage of the full Accurio line of available additional options, ranging from long sheet capability (duplex 34” sheets in the engine with the extra feeder) to the largest range of finishing systems of any digital press manufacturer.
- Local service support, with local parts and a dedicated production service team. KM has the largest local service team of any manufacturer, with the most comprehensive parts supply chain (including a local warehouse). Work directly with the manufacturer, with factory engineers and parts for maximum reliability, support and uptime.

KONICA MINOLTA

DETAILED CONFIGURATIONS

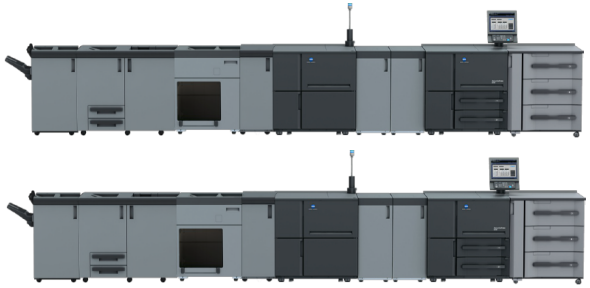
One System

ACCURIOPRESS 6136P
MFP DELIVERY - LEVEL FIVE
BASIC NETWORK SERVICE - BNS07
BASIC PROFESSIONAL SERVICES LEVEL 3
EF-105 ENVELOPE FUSER
PF-710 PAPER FEED UNIT
PF-710 PAPER FEED UNIT
FA-503 PI-PFU CONNECTION KIT
RU-518M RELAY UNIT
IQ-501 INTELLIGENT QUALITY OPTIMIZER
VIDEO INTERFACE KIT VI-512
RU-510 RELAY UNIT
MK-737 MOUNT KIT FOR 3RD PARTY OPTIONS
GBC PUNCH G3
DIE EWIRE RND
DIE EWIRE SQ
GBC WIRE BINDER G1
MK-737 MOUNT KIT FOR 3RD PARTY OPTIONS
RU-518M RELAY UNIT
SD-506 SADDLE STITCH UNIT
FS-532M STAPLE FINISHER
PK-525 PUNCH KIT
IP ENABLED INTRFC WSIGSENSE MOD 240V/30A
PWRFILTER WNOISE &SURGE PROTECT 120V/15A



Two Systems

ACCURIOPRESS 6272P
MFP DELIVERY CHARGE - LEVEL FIVE
BASIC NETWORK SERVICE - BNS07
BASIC PROFESSIONAL SERVICES LEVEL 3
PF-710 PAPER FEED UNIT
SD-506 SADDLE STITCH UNIT
LS-507 LARGE STACKER
LC-502 STACKER CART
FS-532M STAPLE FINISHER
PK-525 PUNCH KIT
IP ENABLED INTRFC WSIGSENSE MOD 240V/30A
IP ENABLED INTRFC WSIGSENSE MOD 240V/30A



One System

ACCURIOPRESS C4080
MFP DELIVERY - LEVEL FOUR
BASIC NETWORK SERVICE - BNS07
BASIC PROFESSIONAL SERVICES - LEVEL 4
OC-511 ORIGINAL COVER
PF-707M PAPER FEED UNIT
RU-518M RELAY UNIT
IQ-501 INTELLIGENT QUALITY OPTIMIZER
ADV IQ-501 IMPLEMENTATION/TRAIN-LEVEL 1
VI-514 VIDEO INTERFACE FOR IQ-501
SD-506 SADDLE STITCH UNIT
FS-532M STAPLE FINISHER
PK-525 PUNCH KIT
IC-609 KM CONTROLLER - C4080/C4070/C7100
UPGRADE KIT UK-220
IP ENABLED INTRFC WSIGSENSE MOD 240V/30A
PWRFILTER WNOISE &SURGE PROTECT 120V/15A



1121

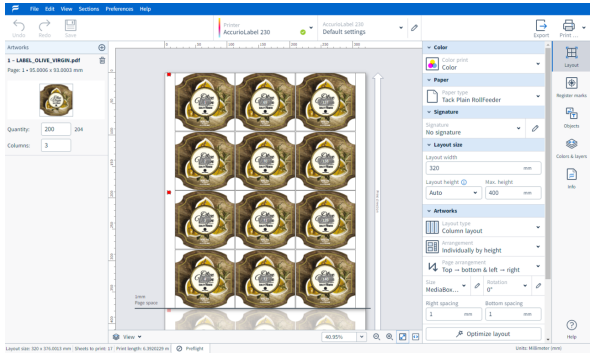
Flux Make Ready and Automation Software

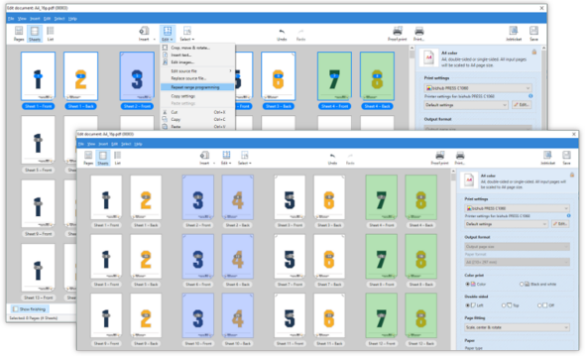
Benefits

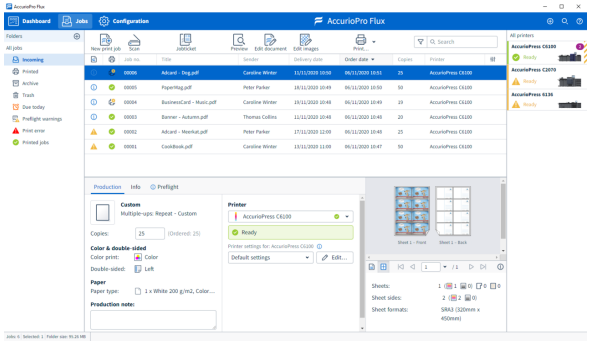
- Save time and clicks by automating repetitive tasks
- Save time and money by making optimal use of your production printing machines, especially at peak times
- Avoid misprints by checking print files automatically
- Switch between the use of predefined products and the flexible setting up of print documents as required
- Create variable data print jobs without the need for separate VDP software
- Integrate printing devices from other manufacturers and manage them all with one application
- Make ready functions, including imposition, modifying PDF's, tabs, etc.
- Hot Folders: Any documents a user puts in the folder will be uploaded with settings already applied
- Job Management: All Print jobs are listed in the main window to guarantee a perfect overview.

AccurioPro Flux essentials will integrate fully with RSA WebCRD and Q Direct, and with other 3rd party output devices that may be in the print shop.

ACCURIOPRO FLUX ESSENTIAL (INCL. SMP) (two seats)
ACCURIOPRO FLUX ESSENTIAL SMP
BASIC INSTALLATION AND TRAINING BY KMBS
ADVANCED TRAINING BY KMBS
PROFESS SERVICES BY KMBS - INTEGRATION







FINANCIAL OPTIONS (April, 2023)

Four systems total as shown on page 13 (two 6272's, one 6136 and one C4080), including delivery, installation and training, 60 month, FMV: $13,365.97

AccurioPro Flux Essentials as detailed on page 14, 60 month FMV: $237.75

Service plan options are detailed in the charts below. **There is a $70/month fixed service fee on each SD506, for a total fixed charge of $280/month.**

Pricing per NASPO contract 140597 (KM lease, not 3rd party)

Note: *This quote does not include RSA WebCRD and Q-Direct licensing or integration. KM will be able to quote these services based on more input from Manatee Schools, especially with regards to hosting preferences and who holds the current license.*

All pricing shown is current as of April 5, 2023 from the currently published NASPO catalog.

Model	AccurioPress 6136P and 6272P
Maintenance Agreements	
Zero Base Charge	
Includes OEM toner, parts, labor	$0.0037
Optional Included Impression Pricing	
Option #1 Included Base Number Impressions	150,000
Option #1 Monthly Base Charge	$540.00
Option #1 Overage Rate	$0.0036
Option #2 Included Base Number Impressions	200,000
Option #2 Monthly Base Charge	$700.00
Option #2 Overage Rate	$0.0035
Option #3 Included Base Number Impressions	250,000
Option #3 Monthly Base Charge	$850.00
Option #3 Overage Rate	$0.0034
All maintenance plans are 2 CLick Charge for 11" x 17	

Model	AccurioPress C4080	
Maintenance Agreements		
Zero Base	**Color**	**B&W**
Includes OEM toner, parts, labor	$0.0428	$0.0112
Color Optional Included Impression Pricing	**Color**	**B&W**
Option #1 Included Base Number Impressions	35,000	0
Option #1 Monthly Base Charge	$1,494.50	$0.00
Option #1 Overage Rate	0.0427	0.0112
Option #2 Included Base Number Impressions	50,000	0
Option #2 Monthly Base Charge	$2,130.00	$0.00
Option #2 Overage Rate	0.0426	0.0112
Option #3 Included Base Number Impressions	60,000	0
Option #3 Monthly Base Charge	$2,550.00	$0.00
Option #3 Overage Rate	0.0425	0.0112
All maintenance plans are 2 CLick Charge for 11" x 17		

1123

AN ABUNDANCE OF INNOVATION FOR A WORLD OF UNLIMITED POTENTIAL.

Taking action. Creating value.
Because neither our customers, our businesses, nor our world are disposable.

At Konica Minolta, environmental protection is one of our top priorities. For years, we've been integrating environmental, economic and social perspectives into our corporate strategy.

The results have been impressive: new green technologies, lower energy costs, increased participation in recycling programs and much more. Because for us, success is measured by more than dollars and cents; it's measured by the impact we have on our world.

FOR COMPLETE DETAILS / REPORTS ON KONICA MINOLTA GLOBAL SUSTAINABILITY AND ENVIRONMENTAL INITIATIVES AND RESULTS, PLEASE VISIT https://www.konicaminolta.com/about/csr/index.html

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KONICA MINOLTA

PURCHASING DEPARTMENT
215 Manatee Avenue West
Bradenton, Florida 34205
Direct Line (941) 708-8770 FAX Line (941) 708-8485

PARTICIPATING AGREEMENT, SDMC No. 23-0107-KD

This Participating Agreement is made and entered into as of the last date signed below by and between The School District of Manatee County (District) and Konica Minolta Business Solutions U.S.A., Inc. (Contractor).

1. **AUTHORITY**

1.1 The District is authorized by rule 6A-1.012 Florida Administrative Code "to purchase under the current contracts as may be established for any of the public agencies as set forth above at or below the unit price stated therein, if such purchase is to the economic advantage of the district school board, subject to conformance of the items of purchase to the standards and specifications prescribed by the superintendent for said district."

1.2 State of Florida Department of Management Services competitively procured and awarded Copiers and Managed Print Services 44000000-NASPO-19-ACS (referred to as Exhibit A), under the NASPO Master Agreement 140598 (including all attachments and exhibits and it includes) (referred to as Exhibit B).

1.3 Therefore, the District would enter into a Participating Agreement with Contractor.

2. **PURPOSE AND SCOPE**

2.1 The purpose of the Participating Agreement is for the purchase or lease of copiers and managed print services pursuant to the terms and conditions of the Authorized Contract as modified and supplemented herein.

3. **TERM AND RENEWAL**

3.1 **Term:** This Participating Agreement shall become effective on February 14, 2023 or the date on which the agreement has been signed by both parties, whichever is later and shall have a term that is coterminous with the Authorized Contract, unless terminated earlier by State of Florida Department of Management Services**.** Termination language from Exhibit A and B still apply.

3.2 **Renewal:** Upon agreement of the parties, this Participating Agreement may be renewed for a term that does not exceed the initial or renewal term of Exhibit A. Renewal must be in writing and is subject to the same terms and conditions set forth in Exhibit A and B, and any amendments, and this Participating Agreement, and any amendments.

4. **AUTHORIZED CONTRACT TERMS AND EXHIBITS INCORPORATED INTO THE AGREEMENT**

4.1 Exhibit A and B are hereby incorporated into the Participating Agreement as if fully set forth herein, unless modified below and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified in writing agreed to by both parties.

5. **TERMS SUPPLEMENTAL TO THE AUTHORIZED CONTRACT**

5.1 **COMPLIANCE WITH JESSICA LUNSFORD ACT:** The School District of Manatee County and State of Florida, requires all contractors/subcontracts to comply with the Jessica Lunsford Act (JLA) which consists of a level II background screening via fingerprinting. Vendors, individuals or entities under contract with the School Board of Manatee County required to go on school grounds when students are present, must comply with the requirements of the law and agree to indemnify and hold harmless the School Board of Manatee County for any claims made against the School Board related to the failure to comply with Florida Statute Section 1012.465 and Section 1012.32 Florida Statutes. Information on JLA requirements and how to comply can be accessed at: www.manateeschools.net.

5.2 **ASSIGNMENT:** Neither this Agreement nor any right or obligation hereunder may be transferred, assigned, or delegated by either party without the prior written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

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

5.4 **GOVERNING LAW:** This agreement will be governed by the internal laws of the State of Florida, without regard to its conflicts of laws rules. Each party agrees to comply with all applicable laws in the performance of this agreement. All disputes are to be resolved in Manatee County, Florida by binding Arbitration before the American Arbitration Association or other mutually agreed and similar forum. In any claim dispute procedure or litigation arising from this Agreement, each party hereto shall be solely responsible for paying it's attorney's fees and costs regardless of the outcome of any procedure or litigation.

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

5.6 **INVOICE REQUIREMENTS**: The selected Proposer shall submit an invoice to the District, each month, after the services have been performed and have been received and accepted by the District. The amount charged shall not be in excess of the rates and fees in the Agreement.

The date of the invoices shall not exceed ten (10) working days from the performance of the work. Under no circumstances shall the invoice be submitted to the District in advance of the performance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, description of the service performed, the contract number, purchase order number, and any discounts. The invoice shall be in detail sufficient for a proper pre-audit and post audit thereof. Each bill or invoice must properly identify the services, portion of services, and expenses for which compensation is sought.

5.7 **INDEMNIFICATION**:
To the extent permitted by Florida law, the Contractor agrees to indemnify, defend, and hold the Customer and the State of Florida, its officers, employees, and agents harmless from all fines, claims, assessments, suits, judgements, or damages, including consequential, special, indirect, and punitive

damages, including court costs, reasonable attorney's fees, arising from or relating to any third party claims that the equipment and/or products leased or purchased under this agreement ("Products") violate or infringe on trademark, copyright, patent, trade secret, or intellectual property right or out of any acts, actions, breaches, neglect, or omissions of the Contractor, its employees, agents, subcontractors, assignees, or delegates related to the Contract as well as for any determination arising out of or related to the Contract that the Contractor or Contractor's employees, agents, subcontractors, assignees, or delegates are not independent contractors in relation to the Customer. Notwithstanding the foregoing, Contractor shall have no liability for any claims which are attributable to: (a) any modification or alteration of the Products made by any party other than Contractor; or (b) any combination of the Products with or any use of the Products with other products, parts, accessories or consumables manufactured by any party other than Contractor; or (c) specifications, designs, standards or instructions provided to Contractor by Customer; or (d) any other cause or reason not attributable to Contractor The Contract does not constitute a waiver of sovereign immunity or consent by the Customer or the State of Florida or its subdivisions to suit by third parties. Without limiting As a condition of this indemnification, the Customer may will provide the Contractor (1) prompt written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense.

Limitation of Liability: Unless otherwise specifically enumerated in the Contract or in the purchase order, neither the Department nor the Customer shall be liable for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract or purchase order requires the Contractor to back-up data or records), even if the Department or Customer has been advised that such damages are possible. Neither the Department nor the Customer shall be liable for lost profits, lost revenue, or lost institutional operating savings. The Department or Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs, and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State. Notwithstanding any other provision of the Contract, Contractor's total liability to the State arising out of this Contract or the products or services provided thereunder, regardless of the legal theory upon which such liability may be based, shall not exceed the greater of $250,000 or in the aggregate one and one-half (1.5) times the total payments made by the State to Contractor for the products or services in question in the twelve (12) months immediately preceding the first occurrence of the event giving rise to such liability.

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

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

5.10 **COMPLIANCE REQUIREMENTS:** The School Board of Manatee County, acknowledge and understand that the projects contemplated by this contract are being constructed on public property owned by the School Board of Manatee County, which property may at various times during construction be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the property, protect students and staff, and otherwise comply with applicable law, the vendor/proposer agrees to all provisions and instructions contained in this proposal document and agrees that the failure of vendor/proposer to comply with any of these provisions and instructions may result in the termination of this contract by the School District of Manatee County.

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

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

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

5.14 **FORCE MAJEURE:** The Contractor will not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay, and the delay is due directly to fire, explosion, earthquake, windstorm, flood, radioactive or toxic chemical hazard, war, military hostilities, terrorism, civil emergency, embargo, riot, strike, violent civil unrest, or other similar cause wholly beyond the Contractor's reasonable control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. The foregoing does not excuse delay which could have been avoided if the Contractor implemented any risk mitigation required by the Contract. In case of any delay the Contractor believes is excusable, the Contractor will notify the Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) calendar days after the cause that created or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe that a delay could result. The foregoing will constitute the Contractor's sole remedy or excuse with respect to delay. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages will be asserted by the Contractor. The Contractor will not be entitled to an increase in the Contract price or payment of any kind from the Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor will perform at no increased cost, unless the Department determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State of Florida or to Customers, in which case the Department may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers and the Department with respect to commodities or contractual services subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the commodity or contractual services that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

5.15 **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964– 1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

5.16 **ANTI-DISCRIMINATION:** a. the bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable. b. the bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

5.17 **MINORITY, SMALL, AND WOMEN OWNED BUSINESS:** School District of Manatee County encourages the use of Minority Owned Businesses, Small Businesses, and Women Owned Businesses. Contractor agrees to ensure small businesses, minority owned businesses and women's business enterprises are used whenever possible, such as when participation as partners, joint-venture's, prime contractor, sub-contractors, and in contracting opportunities.

5.18 **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.19 **TERMINATION FOR CAUSE AND CONVENIENCE**:
Termination for Cause—The School Board of Manatee County reserves the right to terminate this contract in whole or in part at any time before the date of completion, in the event it is determined that the provider has failed to comply with the conditions of the agreement. The School Board shall promptly notify the Provider in writing of the determination and the reasons for the termination, together with the effective date of the termination. Payments made to Providers or recoveries by the School Board under contracts terminated for cause shall be in accordance with the legal rights and liabilities of the parties under the laws of the State of Florida. Termination for Convenience—Termination of this contract in whole or in part may be made by School District Manatee County when the district determines that the continuation of the contract would not produce beneficial results commensurate with the further expenditure of funds or in furtherance of the goals and directives of the School District Manatee County. Termination may be initiated within 30 days' notice when Board approval is not required and subject to Board approval when required. The Contractor may be terminated by the District in whole or in part at any time, in the best interest of the State of Florida. If the Contract is terminated before the performance is completed, the Contractor will be paid only for that work satisfactorily performed in which costs can be substantiated. Such payment,

however may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed. All work in progress will become the property of the Customer and will be turned over promptly by the Contractor.

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

5.21 **SCHOOL DISTRICT POLICY:** In accordance with School Board of Manatee County Policy and Procedures, no contract for providing supplies, equipment or services shall be effected with any individual or business entity in which any member of the School Board of Manatee County or the Superintendent has any financial interest. No contract for goods or services may be made with any business entity in which the Superintendent, Board Member or their spouse or child has an employment relationship or a material interest. No School Board employee may directly or indirectly purchase or recommend for purchase of goods or services from any business organization in which his/her spouse or child has a material interest as defined in F.S. 112.

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

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

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

5.25 **DAVIS-BACON ACT, as amended (40 U.S.C. 3141-3148):** When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "AntiKickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations.

5.26 **BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352):** Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.27 **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708):** Where applicable, all contracts awarded by the nonFederal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions, which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.28 **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT:** If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

5.29 **CLEAN AIR ACT (42 U.S.C. 7401–7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251–1387), AS AMENDED:** Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5.30 **SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT:** The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014).

5.31 **RECORD RETENTION REQUIREMENTS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS 2 CFR §200.333:** When federal funds are expended by SDMC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.333. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.333 for a period of three years after grantees or sub-grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

5.32 **OTHER PROVISIONS:**

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

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

5.32.3 *POSSESSION/USE/UNDER THE INFLUENCE OF MIND ALTERING SUBSTANCES:* Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by Vendor/Proposer's employees or independent contractors or its sub-contractors employees or independent contractors will not be tolerated on School District property. If any employee or independent contractor is found to have brought and/or used or is under the influence of any illegal mind-altering substances as described above on School District property, said employee or independent contractor shall be removed and terminated from the project by the Vendor/Proposer. If a sub-contractor fails to terminate said employee or independent contractor, the Vendor/Proposer shall terminate its agreement with the sub-contractor. If the Vendor/Proposer fails to terminate said employee or independent contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee or independent contractor, this agreement may be terminated by the School District of Manatee County.

5.32.4 *ENTIRE AGREEMENT:* This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, whether written or oral, concerning its subject matter, and the NASPO ValuePoint Master Agreement 140597 and

State of Florida PA 44000000-NASPO-19-ACS are part of this agreement. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The terms of this agreement according to the order of precedence will supersede any conflicting terms in any counterpart, exhibit or attachment.

The order of precedence is as follows:

a) The State of Florida Participating Addendum and all Amendments
b) State of Florida Exhibit A Additional Special Contract Conditions
c) State of Florida Exhibit B Special Contract Conditions
d) NASPO ValuePoint Master Agreement Terms and Conditions, including all Exhibits and Attachments
e) This Agreement
f) Purchase Order/Notice to Proceed
g) The Solicitation, RFP-NP-18-001, Copiers and Managed Print Services
h) The Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State
i) The Contractor's Supplemental Documents, including all Attachments

No modification, amendment, or waiver of any provision of this agreement will be effective unless in writing and signed by both parties. Notice is by writing sent certified mail.

5.33 **CUSTODIAN OF PUBLIC RECORDS:**
IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICABILITY OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:
PUBLIC RECORDS CUSTODIAN
215 MANATEE AVENUE W.
BRADENTON,
FLORIDA, 34205
(941) 708-8770
PUBLICRECORDS@MANATEESCHOOLS.NET

5.34 ASSIGNMENT: Neither this agreement nor any right to obligation hereunder may be transferred, assigned or delegated by either party without the prior written consent of the other. If either party attempts to make such assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

6. EXHIBITS TO THE PARTICIPATING AGREEMENT

6.1 All terms and conditions contained in Exhibits A and B are incorporated as if fully set forth herein and shall remain in full force and effect throughout the term of the Participating Agreement, unless modified and agreed to in writing by both parties. The Exhibits are:
6.1.1 Exhibit A
6.1.2 Exhibit B

7. COVID 19

7.1 The Vendor agrees to follow The School District of Manatee County's protocols pertaining to COVID-19.

8. **EMPLOYMENT ELIGIBILITY VERIFICATION ("E-VERIFY")**

8.1 By entering into a contract with the School District of Manatee County (a public employer in Florida) to provide goods or services in exchange for salary, wages or other renumeration, this section applies to verify employment eligibility. Therefore, pursuant to Section 448.095, Florida Statutes and beginning January 1, 2021, every public employer, Contractor and Subcontractor shall register with and use the United States Department of Homeland Security's E-Verify system, located at https://e-verify.uscis.gov/emp to verify the work authorization status of all newly hired employees. The Parties may not enter into a contract unless each party registers with and uses the federal E-Verify system.

The Contractor verifies its compliance with the E-Verify System by listing its E-Verify System Number on page 3 of this document; or by signature and submission of this contract, asserts it does not hire any employees, and it is not an unauthorized alien, as defined by this statute.

The Contractor will require all Subcontractors who work on this contract to use the E-Verify System for any subcontracted employees hired during this contract. The Contractor will verify Subcontractor's compliance with an affidavit stating whether the Subcontractor uses the E-Verify System as evidenced by Subcontractor's E-Verify System Number or that the Subcontractor is not an unauthorized alien and does not employ, contract with or subcontract with unauthorized aliens defined by this statute. The Contractor will maintain and provide the Subcontractor's affidavits to the School District on request during this contract.

Termination: With good faith belief that the Contractor knowingly violated this section, the School District will terminate the contract. Further, with good faith believe that the Subcontractor knowingly violated this section, the School District will promptly notify the Contractor and the Contractor will immediately terminate the Contractor's contract with the Subcontractor. A contract terminated for noncompliance with E-Verify is not a breach of contract and may not be considered as such.

To the extent required by applicable law, the Contractor is liable for any additional costs incurred by the School District resulting from a failure to comply with E-Verify. Additional costs may include but are not limited to higher costs for the same services and rebidding costs (if necessary). Likewise, the Contractor will be barred from any other contracts with the School Board for at least one year after the date the contract was terminated.

CONTRACTOR E-VERIFY NUMBER: _____

BUSINESS/COMPANY NAME	ADDRESS
PHONE	EMAIL
TYPE OR PRINT NAME	TITLE
SIGNATURES:	

	Vendor	Date		Deputy Superintendent	Date
	School Principal	Date		Superintendent (over $25,000)	Date
	Legal	Date		Board Chair (over $50,000)	Date

ADDENDUM A

CONTRACTOR INFORMATION FORM

SUPPLIER NAME:

TELEPHONE NUMBER:

LIST EMPLOYEE(s) THAT WILL BE DOING WORK FOR THE SCHOOL DISTRICT OF MANATEE COUNTY: Please print clearly and duplicate form as needed. Please list badge expiration for all employees who currently have a contractor's badge. If a designated employee does not have a contractor's badge, indicate their Appointment Date and Time for fingerprinting.

Please reference the District website for JLA requirements: https://www.manateeschools.net/ Page/6689

Last Name, First Name	Contractor/JLA Badge Expiration	Fingerprint Appt Date/Time

Contractor/Vendor Disqualifiable Offenses:

- ❖ Any offense listed in s. 943.0435 (1)(a) 1., relating to the registration of an individual as a sexual offender.
- ❖ Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and the reporting of such sexual misconduct.
- ❖ Section 394.4593, relating to sexual misconduct with certain mental health patients and the reporting of such sexual misconduct.
- ❖ Section 775.30, relating to terrorism.
- ❖ Section 782.04, relating to murder.
- ❖ Section 787.01, relating to kidnapping.
- ❖ Any offense under chapter 800, relating to lewdness and indecent exposure.
- ❖ Section 826.04, relating to incest.
- ❖ Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.

AGENDA ITEM NO. 15.1

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Approval of the Contract for the New Superintendent for the School District of Manatee County

Executive Summary
At this time the School Board will finalize and vote on the contract for the new Superintendent of Schools for the School District of Manatee County.

Mr. Stephen Dye, School Board Attorney, will present the finalized contract.

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

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

Recommendation
The School Board moves for the approval of the contract for the new Superintendent of the School District of Manatee County.

Financial Impact
Financial Impact pending approval of the new Superintendent contract.

Contact
Submitting Department: School Board

Attachments:
Dr. Jason Wysong | Superintendent Contract to Approve

SUPERINTENDENT'S EMPLOYMENT CONTRACT

THIS AGREEMENT, executed in duplicate originals, effective this _____ day of _____, 2023 is made and entered into by and between **THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA,** 215 Manatee Avenue West, Bradenton, Florida 34205, hereinafter referred to as the "Board", and **Jason C. Wysong**, hereinafter referred to as the "Superintendent".

WITNESSETH:

WHEREAS, the Board wishes to employ the Superintendent to fully and faithfully perform all of the duties and responsibilities of the Superintendent of Schools for Manatee County, Florida as prescribed by Florida Statutes, State Board of Education Rules, the School Board of Manatee County Policies and Procedures Manual and such other additional duties as may be reasonably required by this Agreement and the School Board of Manatee County, Florida from time to time during the term of this Agreement; and

WHEREAS, the Superintendent accepts said offer of employment and agrees to fully and faithfully perform all of the above-referenced duties and responsibilities of the Superintendent of Schools for Manatee County, Florida.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth hereafter, it is agreed by and between the parties as follows:

1. Superintendent of Schools of Manatee County:

1,1 **Recitals**: The parties agree that the foregoing recitals are true and correct and that such recitals are hereby incorporated by reference.

1.2 **Employment**: The Board hereby employs Jason C. Wysong as Superintendent of Schools of Manatee County, Florida, for the term of this Agreement.

2. Services: It is the intent of the parties, and a condition of this Agreement, that the Superintendent's employment by the Board shall be exclusive and that the Superintendent shall accept no other employment during the term of this Agreement, except as herein otherwise permitted in advance by the Board.

3. Duties:

3.1 The Superintendent shall be the Chief Executive Officer of the School Board of Manatee County, Florida, and shall have charge of the administration of the School District of Manatee County. The Superintendent shall provide supervision directly and indirectly to all staff members and employees of the Board as he deems to be in the best interest of the District and subject to any approvals required by the Board.

3.2 The Superintendent's duties for and during the term of this Agreement shall be as provided by Florida Statutes, other applicable laws of the United States and the State of Florida, rules of the State Board of Education, rules of other state and federal agencies which are applicable to the Superintendent's duties, policies and procedures as promulgated by the Board, and such other duties as may reasonably be required of the Superintendent by the Board from time to time during the term of this Agreement.

4. **Term of the Agreement**: This agreement shall remain in full force and effect from **July 3, 2023**, (the "Anniversary Date"), to and including **June 30, 2026**, subject to the provisions for extension or termination set forth in this Agreement. The Superintendent shall have no expectancy in continued employment and no property right therein beyond the term of this Agreement.

5. **Medical Examination:** The Board requires and agrees to pay for the Superintendent to undergo a physical examination within two (2) months of the Anniversary Date of this contract (and annually thereafter), performed by a Florida licensed medical doctor (M.D.) selected by Superintendent and acceptable by the Board, with the results to be given to the Superintendent and the Board by the examining physician in the following form:

> "It is my opinion after conducting a complete physical examination of Jason C. Wysong that he is physically, capable of performing the duties of the Superintendent."
>
> SIGNATURE OF PHYSICIAN.
>
> The remaining results of the physical examination, except for this one statement, shall be subject to doctor patient confidentiality.

6. **Compensation**:

6.1 **Salary**: The annual salary beginning July 3, 2023, shall be Two Hundred Thirty Five Thousand Dollars ($235,000.00) and this salary will be adjusted annually by the same percentage adjustment for all District S.A.M.P employees.

6.2 **Performance review**. Board and Superintendent agree to establish a written schedule of goals prior to the beginning of each school year during his tenure as superintendent. The Board shall evaluate the Superintendent on an annual basis which shall be written and shall be a public document. The evaluation shall be related to the School District's Goals and other factors as deemed appropriate by the Board. The evaluation instrument shall be as determined by the Board with feedback from the Superintendent. At least 30 days prior to the Superintendent's annual evaluation, the Superintendent shall provide the Board a self-appraisal of his performance using the evaluation instrument to be used for his evaluation and the Board shall take this self-appraisal into consideration in conducting the Superintendent's evaluation. The first evaluation shall be during June 2024 and

during the same month each year thereafter.

6.3 **Vacation**: The Superintendent shall earn twenty-five (25) working days of annual paid vacation each contract year. Any earned or accrued vacation days not used in one contract year shall be carried over to the next year. The Superintendent may cash in at the then current daily rate of salary any portion of his accrued vacation days at any time, or he may allow the accrued days to be paid out at the end of his employment contract with the Board, provided that he is in full compliance with the terms of this Agreement at the time he chooses to exercise the cash out option. The Superintendent may accumulate a maximum of sixty (60) vacation days; any accrual over sixty (60) vacation days is deemed forfeited.

6.4 **Sick Leave**: The Superintendent shall earn one (1) day per month paid sick leave. Any unused sick leave shall accumulate, and the unused portion will be payable on the last day of the Superintendent's employment at 50% of his then current daily rate of pay, or 100 percent at retirement, as the case may be, provided that he is in full compliance with the terms of this Agreement at the time he cashes in accumulated sick leave.

6.5 **Automobile Allowance**: The Superintendent shall be provided with a monthly supplemental salary of $650.00 intended for his automobile and in-county travel. He shall not be entitled to in county travel reimbursement. The Superintendent shall be reimbursed for out-of-county travel at the rate provided for by Florida law.

6.6 **Expense Account**: The Superintendent will have an expense accountant of $400.00 per month which shall be used for community and business-related expenses incurred while performing the Superintendent's duties. The Superintendent shall file expense statements to be processed and approved as provided by law.

6.7 **Technology Expenses**: The Board will provide and maintain supplies, materials and technology, including a cell phone, tablet and laptop computer as well as internet access, for the residence and office of the Superintendent necessary to support a contemporary Superintendent's technical requirements.

6.8 **Insurance**: The Board shall make available to the Superintendent, during the term of this Agreement, such health, dental, vision, short- and long-term disability insurance, life insurance and other flexible benefits as are generally made available to 12-month administrative employees of the District. The costs of all such benefits shall be paid for by the Board to the extent that same are paid by the Board for other 12- month administrative employees. In addition, the Board shall offer the same health, dental and vision insurance benefits available to the Superintendent's eligible family members on the same basis as such benefits are offered to other 12-month administrative employees' family members.

6.9 **Personal Leave**: The Superintendent shall receive six (6) days per year for personal leave charged to accumulated sick leave, which may not be accumulated year to

year.

6.10 **Florida Retirement System**: The Superintendent shall be entitled to participate in the Florida retirement system to the extent permitted by Florida law.

6.11 **Ex Post Facto Law**: The Superintendent's compensation as herein established shall not be diminished by any provision of law hereinafter enacted by the State of Florida and in no event shall be less than the total compensation as determined hereby and in accordance with the laws of Florida in effect as of the effective date of this employment agreement.

7. Other Benefits:

7.1 **Conferences and Meetings**:

7.1.1 The Board shall pay in full all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other education agencies when attendance thereof is required, directed, or permitted by the School Board.

7.1.2 The Superintendent shall attempt to advise the School Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the Board relative to all meetings and conferences attended.

7.1.3 The Superintendent shall file expense statements to be processed and approved as provided by law.

7.2 **Memberships and Dues**: The Superintendent is encouraged to belong to appropriate community, professional, and educational organizations where membership will serve the best interests of the School District. Accordingly, the Board will pay such membership dues for organizations as are required, directed, or permitted by the Board. The Superintendent shall present appropriate statements for approval by the Board.

7.3 **Outside Professional Activities**: While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other School Districts or educational agencies, lecture, engage in writing and speaking activities, or engage in other professional activities as long as said activities do not impede or interfere with the Superintendent's ability to perform his duties under this contract. If the Superintendent is to receive any compensation for such activities, the Superintendent will notify the Board in writing in advance. To the extent that the Superintendent is required to be out of his office in conjunction with such duties, said time shall be charged against the Superintendent's vacation leave or personal leave. The Superintendent is allowed to serve as a mentor to other Superintendents

in the State of Florida through programs administered by the Florida Association of District School Superintendents, at no expense to the District, and to receive any stipend that may be provided for such service, so long as the requirements of the District retain top priority.

7.4 **Emergency Leave**: The Superintendent may be granted paid emergency leave during the contract year at the discretion of the School Board.

7.5 **Disability Leave**: If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the Board shall provide additional paid sick leave at a salary equal to the Superintendent's then annual salary until the expiration of the waiting period for long-term disability insurance, or 180 days, whichever is shorter.

7.6 **Chief Executive Officer Leadership Development Program**: Beginning within 90 days of the effective date of this contract the Superintendent shall begin participation in the Chief Executive Officer Leadership Development Program, and in addition to the annual salary provided above, the Superintendent shall receive an annual performance salary incentive from the Board in the amount determined in Sections 1001.50(4), Florida Statutes, for participating in the courses of continuing professional education provided in the special qualification certification program in Section 1001.47(4), Florida Statutes, and the leadership development and performance compensation program provided for in Section 1001.47(5), Florida Statutes, as established by the Department of Education. Upon successful completion of the special qualification certificate program, Superintendent shall be paid Two Thousand and no/100 dollars ($2,000.00). Upon successful completion of the leadership development and performance compensation program, the Board shall pay an annual performance salary incentive of not less than three thousand and no/100 dollars ($3,000.00) nor more than seven thousand five hundred and no/100 dollars ($7,500.00). The amount of incentive shall be determined using the criteria and in the same manner as are used by the Department of Education for elected superintendents.

7.7 **Moving/relocation Expenses.** The District will reimburse Superintendent his expenses to move to Manatee County not to exceed $15,000.00. The Board shall pay Superintendent for 2 months temporary living expenses not to exceed $4,000.00 as he transitions to living in Manatee Country.

8. Termination by the Board:

8.1 **Without Cause**: The Board specifically reserves the right to terminate this contract at any time without cause during the contract by giving no less than 90 days notice in writing to the Superintendent. In the event that the Board should elect to terminate this contract without cause, the Superintendent shall be entitled to receive a severance payment for the remainder of the contract term, to be calculated upon the annual compensation in effect at the time of termination, not to exceed the

limitation in section 215.425, Florida Statutes (2022).

8.1.1 The payments as provided for herein shall be considered liquidated damages and shall be in lieu of any other claims which the Superintendent might make or relief to which the Superintendent might be entitled to by law or equity.

8.1.2 The Superintendent acknowledges and agrees that in the event of termination pursuant to this provision, he shall have no contractual right, expectancy of continued employment, or other right at equity or law to continued employment as Superintendent, but shall only have a contractual right to receive the compensation as provided herein as liquidated damages.

8.2 **With Cause:** The Superintendent may be terminated by the Board for cause. Cause is defined as immorality, incompetence, gross insubordination, willful neglect of duty, drunkenness, the illegal use of controlled substances, commission of an act that brings public disgrace upon the Superintendent or District, misconduct as defined in Section 443.036(29), Florida Statutes, or conviction of a crime involving moral turpitude.

8.2.1 Willful neglect of duty is defined as the intentional failure of the Superintendent to perform any of the duties of employment as prescribed by this contract or the intentional failure to follow any direction of the collective School Board, issued by the Board at a regular or special meeting, either by majority vote of the Board or consensus, and duly reported in the minutes of said meeting.

8.2.2 Gross insubordination is defined as the willful refusal of the Superintendent to perform any duties as prescribed by this contract or any directions of the collective School Board. The inadvertent failure to follow the directions of the collective School Board or inadvertent failure to perform a duty as prescribed by this contract shall only constitute insubordination or simple neglect of duty.

8.2.3 In the event the Board terminates this Agreement for cause the Superintendent shall be given written notice specifically identifying the basis for the termination. The Superintendent shall be entitled to post-termination hearings or proceedings as are provided for by law. The Superintendent shall request such a hearing within ten (10) calendar days of the termination or waive any right to a hearing. Said hearing shall be conducted in accordance with Chapter 120, Florida Statutes (2022). If it is determined that the termination was without cause, then the provision of 9.1 above shall apply. If the Superintendent does not timely request a hearing or it is determined after a hearing that the termination was for cause, the Superintendent shall only be entitled to his salary up to the date of termination.

8.3 **Termination By Mutual Agreement**. Alternatively the Superintendent may be terminated by mutual agreement of the Parties provided same is in the form of a written document executed by both Parties.

9. Termination by Superintendent: The Superintendent may terminate this Agreement at any time by giving the Board written notice of termination no less than ninety (90) days prior to the termination date. All accumulated vacation time as set out in Section 7.3 and accumulated sick leave as set out in Section 7.4 shall be paid out upon the completion of the notice of termination period.

10. Further Conditions:

10.1 The Board agrees, as a further condition of this employment contract, that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Superintendent in his official capacity as agent or employee of the School Board of Manatee County, Florida, or with regard to any and all demands, claims, suits, actions and legal proceedings brought against him in his individual capacity, which arise out of the performance of any of his duties as Superintendent, to the full extent as permitted by the laws of the State of Florida. Superintendent agrees that the defense of any such legal proceedings is to be defended through counsel approved by the Board, but which approval shall not be unreasonably withheld. This provision shall survive the term of this Agreement and shall remain in full force and effect until the expiration of the time for the institution of any action at law or equity or administrative action against the Superintendent under either federal law or the laws of Florida except as otherwise herein provided.

10.2 The Board shall not defend, hold harmless or indemnify the Superintendent of any claim, demand, suit, action or legal proceeding arises out of the malfeasance in office, willful violation of any law of the United States of America, or the State of Florida, or if said claim, demand, suit, action or legal proceeding, shall arise out of any action on the part of the Superintendent wherein it is determined the Superintendent acted in bad faith, or with malicious purpose, or in any manner exhibiting gross negligence or wanton and willful disregard of human rights, safety or property or as a result of the willful or wanton neglect of duty.

10.3 The provisions of Section 10 shall not apply to any legal proceeding in which the Board is one party and the Superintendent is an opposing party.

10.4 No later than August 1, 2023, the Board and the Superintendent shall meet to discuss and agree on the process and procedures for how they will communicate and work together. Annually thereafter, the Board and Superintendent shall review the agreed-upon process and procedures for how they will communicate and work together and determine whether any changes are needed or desired. In addition, the Board, individually and collectively, shall bring to the Superintendent's

attention any suggestions, issues and concerns regarding the operation of the District for his study review and follow up, if necessary.

11. **Residence**: The Superintendent shall move to Manatee County within six (6) months from full execution of this Agreement and reside in Manatee County at all times while employed as Superintendent.

12. **Extension of Agreement**: On or before **December 31, 2025**, the parties agree to mutually determine if this Agreement will be extended beyond the June 30, 2026 termination date set forth in Section 4, above. If the parties decide to extend the Agreement, they shall thereafter work in good faith to determine the terms and conditions governing the extension. If they decide to not extend the Agreement, they shall thereafter work together in good faith in a transition period intending to lead the recruitment and hiring of a new Superintendent.

13. **Severability**: In the event that any one or more of the provisions or any portion thereof contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceable or unlawful or void nature of that provision shall not affect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had not been included herein and the remainder of the contract not affected by such a ruling shall remain in full force and effect, unless said provision or portion there of shall be determined necessary to affect the intended purpose of this Agreement.

14. **Captions**: The captions, section number, article numbers, titled and headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement nor do they in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

15. **Notice**: All notices required to be given to the Superintendent by this Agreement shall be in writing and sent by certified U.S. Mail, return receipt requested or delivery confirmation, or by personal delivery to the Superintendent at his address of record as shown by the personnel records of the Board. All notices required to be to the Board shall be given to the then Chair of the Board, in writing, and sent by Certified U.S. Mail return receipt requested, at the Chair's official address at the School Support Center, 215 Manatee Avenue West, Bradenton, FL 34205.

16. **Venue, Controlling Law**. The parties agree that venue for judicial resolution of any dispute shall be in the Circuit Court, Twelfth Judicial Circuit, in and for Manatee County, Florida, with the exception of those claims or issues which are controlled by Chapter 120, Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Bradenton, Manatee County, Florida as of the day and year first above written.

THE SCHOOL BOARD OF MANATEE COUNTY, FLORIDA

By: _____ Dated_____
Chad Choate, III, Chairman

By: _____ Dated 05/31/2023
Jason C. Wysong, Superintendent

APPROVED AS TO FORM AND SUFFICIENCY:

_____
Stephen R. Dye, Esq.
School Board Attorney

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AGENDA ITEM NO. 15.2

School Board of Manatee County
June 13, 2023 - Regular Board Meeting
Action Item

Title
Appointing Acting Superintendent for July 1, 2023 - July 2, 2023

Executive Summary
Discussion and decision on the appointment of an acting Superintendent for July 1, 2023-July 2, 2023.

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 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 School Board recommends appointing acting Superintendent for July 1, 2023 - July 2, 2023.

Financial Impact
No Financial Impact

Contact
Submitting Department: School Board
Initiated by: Laura Cox